



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
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DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors

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January 8, 2002

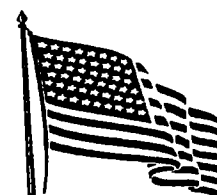
The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**TEN YEAR LEASE AND OPERATING AGREEMENT FOR THE
PUBLIC LIBRARY- 31200 WEST OAK CREST DRIVE, WESTLAKE VILLAGE
(THIRD) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached lease and operating agreement (lease) with the City of Westlake Village for a ten-year lease for the Public Library for approximately 11,000 square feet of office/library space located at 31200 West Oak Crest Drive, Westlake Village.
2. Consider the attached Mitigated Negative Declaration, as prepared by the lead agency, the City of Westlake Village and find that the County's lease of the library building will not have a significant effect on the environment, and approve the Mitigated Negative Declaration.
3. Authorize the Public Library to reimburse the City of Westlake Village for the installation of the intrusion alarm system and other miscellaneous costs not to exceed \$9,800.



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4. Approve the project and authorize the Chief Administrative Office (CAO) and the Public Library to implement the project. The lease will be effective upon completion and acceptance of agreed upon improvements.

PURPOSE AND JUSTIFICATION OF RECOMMENDED ACTION

The proposed lease will enable the County to relocate the Public Library into a new larger and more modern facility. The new facility will provide 5,000 additional square feet of library space, thereby improving library services to the Westlake Village community.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we invest in public infrastructure, in order to strengthen the County's fiscal capacity. The lease of property supports this strategy by complying with the Strategic Asset Management Principles (Goal 4, Strategy 2, Objective 2). In this case, it provides a larger facility for improved library services to better serve the community at the lowest possible cost to the County. Attachment A discusses issues taken into consideration to assess program compliance in support of this lease recommendation.

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FISCAL IMPACT/FINANCING

	Current Sublease with City 4371 Park Terrace Drive, Westlake Village	Proposed Lease -Westlake Village Library 31200 West Oak Crest Drive Westlake Village
Area	6,000 square feet	11,000 square feet
Term of Lease	Month-to-Month	10 years
Annual Rent	Gratis	Gratis, except for 20% from the sale proceeds of Las Virgenes Library
Options to Extend	None	One additional 10 year option, same terms and conditions
Cancellation	Anytime upon 30 days notice	If City withdraws from the County Library during the original term, City will reimburse County for a portion of the proceeds from the sale of Las Virgenes Library.

It is estimated that the proceeds from the sale of the Las Virgenes Library will be in the range of \$700,000 to \$1,000,000, of which the City will receive 20 percent of the net proceeds (i.e., \$140,000 to \$200,000). No payment will be required to be made to the City of Westlake Village until such time as the sale is accomplished. The remaining 80 percent of the proceeds have been allocated for the Agoura Hills Library Project.

Under this joint City of Westlake Village-County project, the City will be responsible for maintaining the entire structure and site, and the County will be responsible for maintaining the equipment. The newly constructed facility will serve both the City of Westlake Village and adjacent unincorporated areas. The new library will be operated at the current level of service and associated costs for staffing, which costs shall continue to be funded by the Public Library.

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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In order to improve library services in the community, the City of Westlake Village has offered to build the library for the County, in consideration for the County transferring the existing book collection and equipment to the new facility and payment of 20 percent of the proceeds of the sale of the current Las Virgenes Library. The City will concurrently grant the County a long term lease. It should be noted that, should the City withdraw from the County Library during the original term of the lease, the City will reimburse the County for a portion of the revenue from the sale of the Las Virgenes Library. The portion to be reimbursed by the City shall be determined by calculating 10 percent of the proceeds payment for each year or portion thereof remaining of the original term.

The City of Westlake Village will provide the County a turnkey facility (including all tenant improvements) built specifically for this purpose. The Westlake Village Library will be operated by the County as part of its County Library system. The proposed facility comprises 11,000 gross square feet. Adequate parking for library staff and patrons is provided in the adjacent Civic Center parking lot. The lease and operating agreement contains the following provisions:

- Ten-year lease commencing upon Board approval and completion of the improvements.
- One ten-year option to extend the lease, under the same terms and conditions.
- Reimbursement to the City up to \$9,800 for installation of intrusion alarm and other miscellaneous costs.
- Adequate staffing to meet the schedule of library service hours to the public of five days per week for 40 hours per week.

The Department of Public Works did not inspect this facility for seismic safety as it is a new structure, and thus, exempt from inspection.

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The need for an on-site childcare facility was considered but the building is too small to accommodate such a facility.

ENVIRONMENTAL DOCUMENTATION

The City of Westlake Village as lead agency under the California Environmental Quality Act (CEQA) has conducted an environmental assessment of the project's impact on the environment. The City concluded that the project, although potentially having several significant impacts on the environment, will not significantly impact the environment due to the mitigation measures prescribed by the City. A copy of the Environmental Assessment, delineating the mitigation measures, and the final Negative Declaration as adopted by the City are attached.

IMPACT ON CURRENT SERVICES (OR PROJECTS)


It is the finding of the CAO that the proposed lease is in the best interest of the County and will adequately provide the necessary space for this County requirement. In accordance with your Board's policy on the housing of any County offices or activities, the Public Library concurs in this lease recommendation.

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CONCLUSION

It is requested the Executive Officer, Board of Supervisors return two originals of the executed lease, two certified copies of the Minute Order and the adopted, stamped Board letter to the CAO, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:SNY
CWW:MMW:jf

Attachments (4)
c: County Counsel
Auditor-Controller
Public Library

ATTACHMENT A
Asset Management Principles Compliance Form*
Westlake Village Library, 31200 West Oak Crest Drive

	YES	NO	NA
1. <u>Occupancy</u>			
A Does lease consolidate administrative functions? ²			<u>X</u>
B Does lease co-locate with other functions to better serve clients? ²		<u>X</u>	
City has offered to build and lease the space to the County to serve as a community library serving the local neighborhood.			
C Does this lease centralize business support functions? ²			<u>X</u>
D Does lease meet the guideline of 200 sf of space per person? ² Ratio 1/1,100 sf		<u>X</u>	
The library is used primarily for storage and public use of its book collection; the staffing is minimal (7 to 10 staff).			
2. <u>Capital</u>			
A Should program be in leased space to maximize State/Federal funding?		<u>X</u>	
B If not, is this a long term County program?	<u>X</u>		
C Is it a net County cost (NCC) program? List % NCC 19.40%	<u>X</u>		
The Public Library is supported by funds transferred from the General Fund amounting to 19.4% of its budget.			
D If yes to 2 B or C; capital lease or operating lease with an option ?		<u>X</u>	
E If no, are there any suitable County owned facilities available?			<u>X</u>
F If yes, why is lease being recommended over occupancy in County owned space?			<u>X</u>
G Is Building Description Report attached as Attachment B? ²			<u>X</u>
H Was build to suit or capital project considered? ²		<u>X</u>	
The premises are being provided by the City of Westlake Village, based on a build-to-suit project that was coordinated closely between the two agencies.			
3. <u>Portfolio Management</u>			
A Did department utilize CAO Space Request Evaluation(SRE)? ²		<u>X</u>	
Please see answer to 2-H above.			
B Was the space need justified?	<u>X</u>		
C If a renewal lease, was co-location with other County departments considered?			<u>X</u>
D Why was this program not co-located?			
Please see response to 1-B above.			
1. ___ The program clientele requires a "stand alone" facility.			
2. ___ No suitable County occupied properties in project area.			
3. ___ No County owned facilities available for the project			
4. ___ Could not get City clearance or approval			
5. ___ The Program is being co-located			
E Is lease a full service lease? ²	<u>X</u>		
F Has growth projection been considered in space request?	<u>X</u>		
G Has the Dept. of Public Works completed seismic review/approval?			<u>X</u>
This is a new structure, exempt from inspection.			

¹ As approved by the Board of Supervisors 11/17/98

² If not, why not?

Please **BOLD** any written responses

**CITY OF WESTLAKE VILLAGE
PLANNING DEPARTMENT**

**INITIAL STUDY
QUESTIONNAIRE**

APPLICATION NO: Westlake Village City Hall/Library Project

NAME OF APPLICANT: City of Westlake Village

LOCATION OF PROJECT: The 3.59-acre subject property comprises Lot Nos. 9 and 10 of Tract 43744 and is bounded by Agoura Road on the north, and Park Terrace Drive on the west.

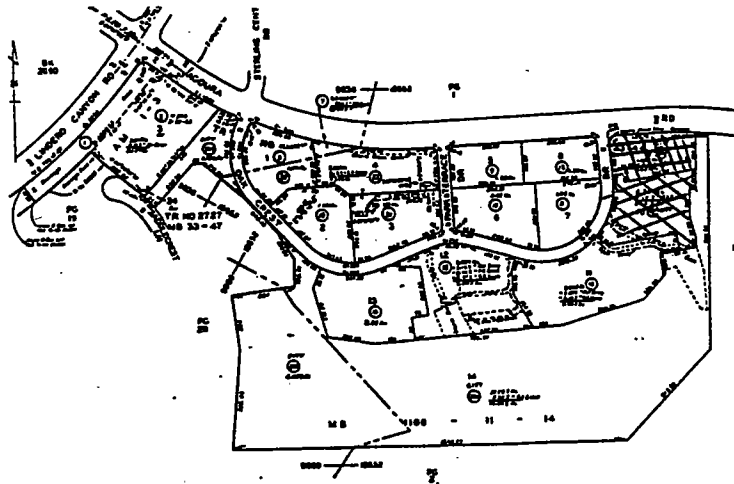
**EXISTING GENERAL PLAN
LAND USE DESIGNATION:** Business Park

EXISTING ZONING: (BP) Business Park

PROPOSED ZONING: (Same)

PRESENT LAND USE: Vacant parcel, previously rough graded.

LOCATION MAP:



I. APPLICABILITY OF THE INITIAL STUDY

- A.** Is the proposed action a "project" as defined by CEQA? (See Section I. of the City's CEQA Guidelines. If more than one application is filed on the same site, consider them together as one project).

☒ Yes ☐ No

- 1.** If the project qualifies for one of the Categorical Exemptions listed in Section I.C. of the City's CEQA Guidelines, is there a reasonable possibility that the activity will have a significant effect due to special circumstances?

☐ Yes ☐ No ☒ N/A

II. INITIAL STUDY REVIEW

- A.** Does the project require a 30-day State Clearinghouse review for any of the following reasons? ☐ Yes ☒ No

- 1.** The lead agency is a state agency.
- 2.** There is a State "responsible agency" (any public agency which has discretionary approval over the project).
- 3.** There is a State "trustee agency" (California Department of Fish and Game, State Department of Parks and Recreation, University of California, and State Lands Commission).
- 4.** The project is of Statewide or areawide significance including the following:
 - (A)** A proposed local general plan, element, or amendment thereof for which an EIR was prepared.
 - (B)** A project which would interfere with the attainment or maintenance of State or national air quality standards including:
 - (1)** A proposed residential development of more than 500 dwelling units.
 - (2)** A proposed shopping center or business establishment employing more than 1,000 persons or encompassing more than 500,000 square feet of floor space.
 - (3)** A proposed commercial office building employing more than 1,000 persons or encompassing more than

250,000 square feet of floor space.

- (4) A proposed hotel/motel development of more than 500 rooms.
 - (5) A proposed industrial, manufacturing or processing plant, or industrial park planned to house more than 1,000 persons occupying more than 40 acres of land, or encompassing more than 650,000 square feet of floor area.
- (C) A project which would substantially affect sensitive wildlife habitats including but not limited to riparian for rare and endangered species as defined by Fish and Game Code Section 903.
- (D) A project which would interfere with attainment of regional water quality standards as stated in the approved areawide waste water management plan.

III. PROJECT ASSESSMENT

A. Project Description:

The proposed project is a 25,700 square foot City Hall and library facility, consisting of a 12,175 square foot City Hall, combined with community meeting rooms totaling 2,025 square feet, and a 11,500 square foot public library. The H-shaped facility includes a public plaza adjacent to the main entries to the library, meeting rooms and City Hall, and an informal garden patio to the rear of the community meeting rooms.

A total of 104 parking spaces are proposed, located within a two-level parking terrace. Primary access to the site is to be taken from Park Terrace Drive. No direct access to Agoura Road is proposed (see attached site plan).

B. Description of the Project Site: (Describe the project site as it exists at the present time, including information on topography, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and use of the structures.)

The subject 3.59-acre site is a series of four rough graded terrace pads, rising in elevation from 980 feet at its frontage on Agoura Road, to 1,025 feet at its southerlymost boundary. There is no significant natural vegetation or cultural or historical resources on site.

C. Surrounding Land Uses:

North: Office and business park uses and the Ventura Freeway.
East: The Colony townhome development.
South: Corporate office facilities and hillside open space.
West: Office and business park uses.

D. Is the proposed project consistent with:	Yes	No	N/A
City of Westlake Village General Plan	<u> X </u>	<u> </u>	<u> </u>
Applicable Specific Plan	<u> </u>	<u> </u>	<u> X </u>
City of Westlake Village Zoning Ordinance	<u> X </u>	<u> </u>	<u> </u>
South Coast Air Quality Management Plan	<u> </u>	<u> </u>	<u> X </u>
Congestion Management Plan	<u> </u>	<u> </u>	<u> X </u>
Regional Comprehensive Plan	<u> </u>	<u> </u>	<u> X </u>

E. Have any of the following studies been submitted?

<u> X </u> Geology Report	<u> </u> Historical Report
<u> X </u> Hydrology Report	<u> </u> Archaeological Report
<u> X </u> Soils Report	<u> </u> Paleontological Study
<u> X </u> Traffic Study	<u> </u> Line of Sight Exhibits
<u> </u> Noise Study	<u> </u> Visual Analysis
<u> </u> Biological Study	<u> </u> Slope Map
<u> </u> Native Vegetation	<u> </u> Fiscal Impact Analysis
<u> </u> Preservation Plan	<u> </u> Air Quality Report
<u> </u> Solid Waste Generation Report	<u> </u> Hazardous Materials/Was
<u> </u> Public Services/ Infrastructure Report	

IV. DETERMINATION

On the basis of this initial evaluation: (Select one)

 I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

 I find that although the proposed project could have a significant effect on the.

environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A MITIGATED NEGATIVE DECLARATION will be prepared.

_____ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

_____ I find that the proposed project MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

 X I find that no new environmental documentation is required because there have been no changes to the project or to the environment surrounding the project that would lead to new impacts that were not identified in the previously prepared and certified ENVIRONMENTAL IMPACT REPORT, or that would lead to more significant impacts than identified in said previous ENVIRONMENTAL IMPACT REPORT. Further, no new information of substantial importance has become available since preparation and certification of the previous ENVIRONMENTAL IMPACT REPORT.

This initial study was prepared by:

Date: September 5, 2000

Robert Theobald, Planning Director

[Name and Title]

[Signature]

V. EARLIER ANALYSES

Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or (Mitigated) Negative Declaration.

Final Environmental Impact Report
Kaiser Westlake Business Center
May 1986

Supplemental Environmental Impact Report
Westlake Spectrum Business Park
June 1994

VI. EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except 'No Impact' answers that are adequately supported by the information sources a lead agency cites in the

parentheses following each question. A 'No Impact' answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A 'No Impact' answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) 'Potentially Significant Impact' is appropriate if there is substantial evidence that an effect is significant. If there are one or more 'Potentially Significant Impact' entries when the determination is made, an EIR is required.
- 4) "Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from 'Potentially Significant Impact' to a 'Less than Significant Impact.' The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section V, "Earlier Analysis," above may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. See Section 15063(c)(3)(D) of the State CEQA Guidelines. Earlier analyses are discussed in Section V, above.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

Issues (and Supporting Information Sources):

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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I. LAND USE AND PLANNING. Would the proposal:

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with general plan designation or zoning?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with applicable environmental plans or policies adopted by agencies with jurisdiction over the project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be incompatible with existing land use in the vicinity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Affect agricultural resources or operations ...(e.g. impacts to soils or farmlands, or impacts from incompatible land uses)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Disrupt or divide the physical arrangement of an established community (including a low income or minority community)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

II. POPULATION AND HOUSING. Would the proposal:

a) Cumulatively exceed official regional or local population projections?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Induce substantial growth in an area either directly or indirectly (e.g. through projects in an undeveloped area or extension of major infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace existing housing, especially affordable housing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

III. GEOLOGICAL PROBLEMS. Would the proposal result in or expose people to potential impacts involving:

a) Fault rupture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Seismic ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Seiche, tsunami, or volcanic hazard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Landslides or mudflows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Erosion, changes in topography or unstable soil conditions from excavation, grading, or fill?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Subsidence of the land?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expansive soils?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Unique geologic or physical features	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
IV. WATER. Would the proposal result in:				
a) Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Exposure of people or property to water related hazards such as flooding?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Discharge into surface water or other alteration of surface water quality (e.g. temperature, dissolved oxygen or turbidity)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Changes in the amount of surface water in any water body?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Changes in currents, or the course or direction of water movements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Change in the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations or through substantial loss of groundwater recharge capability?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Altered direction or rate of flow of groundwater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Impacts to groundwater quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Substantial reduction in the amount of groundwater otherwise available for public water supplies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

V. AIR QUALITY. Would the proposal:

a) Violate any air quality standard or contribute to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Expose sensitive receptors to pollutants?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Alter air movement, moisture, or temperature, or cause any change in climate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create any objectionable odors?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
VI. TRANSPORTATION/CIRCULATION.				
Would the proposal result in:				
a) Increased vehicle trips or traffic congestion?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Hazards to safety from design features (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Inadequate emergency access or access to nearby uses?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Insufficient parking capacity on-site or offsite?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Hazards or barriers for pedestrians or bicyclists?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflicts with adopted policies supporting alternative transportation (e.g., bus turnouts, 'bicycle racks)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Rail, waterborne or air traffic impacts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
VII. BIOLOGICAL RESOURCES. Would the proposal result in impacts to:				
a) Endangered, threatened or rare species or their habitats (including but not limited to plants, fish, insects, animals, and birds)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Locally designated species (e.g., heritage trees)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Locally designated natural communities (e.g., oak forest, coastal habitat, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Wetland habitat (e.g., marsh, riparian and vernal pool)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XI. PUBLIC SERVICES. Would the proposal have an effect upon, or result in a need for new or altered government services in any of the following areas:				
a) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Maintenance of public facilities, including roads?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Other governmental services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XII. UTILITIES AND SERVICE SYSTEMS. Would the proposal result in a need for new systems or supplies, or substantial alterations to the following utilities:				
a) Power or natural gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Communications systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Local or regional water treatment or distribution facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Sewer or septic tanks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Storm water drainage?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Solid waste disposal?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Local or regional water supplies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XIII. AESTHETICS. Would the proposal:				
a) Affect a scenic vista or scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a demonstrable negative aesthetic effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Create light or glare?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XIV. CULTURAL RESOURCES: Would the proposal:				
a) Disturb paleontological resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Disturb archaeological resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Affect historical resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have the potential to cause a physical change which would affect unique ethnic cultural values?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Restrict existing religious or sacred uses within the potential impact area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XV. RECREATION. Would the proposal:				
a) Increase the demand for neighborhood or regional parks or other recreations facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Affect existing recreational opportunities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XVI. MANDATORY FINDINGS OF SIGNIFICANCE.				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important example of the major period of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects and the effects of probable future projects.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

VII. EXPLANATION OF CHECKLIST JUDGEMENT

The following checklist judgements list the level of impact anticipated from the proposed project. These judgements are made against the baseline of the previously approved and vested development plan, with its required mitigation. The checklist judgements address the question of whether the proposed project would result in additional impacts, not previously addressed in the 1996 Negative Declaration.

1. Land Use

- a. **No impact.** The proposed project involve construction of a City Hall Library facility in an area planned and zoned for office and business park use. The proposed project is consistent with said planning and zoning classifications.
- b. **No impact.** The project is proposed within an area fully developed and occupied by an existing office and business park complex and does not conflict with environmental plans or policies enacted by the City or other public agency having jurisdiction over the site.
- c. **No impact.** The proposed City Hall/library development is compatible with existing and evolving land use patterns in the surrounding area, including adjacent office, business park uses.
- d. **No impact.** The proposed project site is within a fully urbanized area and therefore will not

effect agricultural resources or operations.

- e. **No impact.** The project site is bounded by established business park uses on the north and west, residential uses to the east, and open space hillside areas to the south. The proposed project is compatible with surrounding land uses and will not disrupt or divide the physical arrangement of the established community.

2. Population & Housing

- a. **No impact.** The proposed project municipal City Hall and public library which will replace the City's current facilities. As such, it will not contribute to cumulative population growth in excess of official projections.
- b. **No impact.** The proposed project site was formerly planned for the intended use and is fully served by existing infrastructure.
- c. **No impact.** The proposed project is within an established business park and will not displace any existing or planned housing units.

3. Geological Problems

- a. **No impact.** There are no known active or inactive seismic faults within the vicinity of the subject property.
- b. **No impact.** While the site does lie within a seismically active region and will be affected by ground shaking caused by future earthquakes on nearby faults, all new construction on the site must comply with the seismic design standards of the uniform Building Code.
- c. **No impact.** See b. above.
- d. **No impact.** Because there are no major water bodies or volcanically active regions in the vicinity of the subject site, the site is not subject to seiche, tsunami or volcanic hazard.
- e. **No impact.** The site is relatively level and is not subject to landslide or mudslide hazard.
- f. **No impact.** The potential for erosion or siltation during the construction phase of the project will be minimal due to the previously developed nature of the property. Moreover, the grading plan that will have to be approved by the City Engineer prior to the release of a grading permit will include any erosion control measures deemed necessary.
- g. **No impact.** No land subsidence has been experienced or is anticipated on the project site. Any potential for such subsidence will necessarily be addressed as part of the detail soils and geology report accompanying the precise foundation designs for the proposed office, hotel, spa and parking garage facilities.
- h. **No impact.** See g. above.
- i. **No impact.** The project site is relatively flat and does not contain any unique geologic

or physical features.

4. Water

- a. **No impact.** The project is proposed within a site currently developed and occupied with office and business park facilities and associated paved surface parking areas, and is served by an existing storm drain system. The proposed development of the site for a City Hall/library use will not change water absorption rates, drainage patterns or the rate and amount of surface runoff.
- b. **No impact.** The subject site is in an urbanized area protected by existing storm drain infrastructure. The proposed project will not expose people or property to flooding or other water related hazards.
- c. **No impact.** The proposed project will comply with the City's NPDES Best Management Practices and will not adversely effect or alter the quality of storm water runoff.
- d. **No impact.** See a. above.
- e. **No impact.** See a. above.
- f. **No impact.** The proposed project will not effect the quantity of ground water either through direct additions or withdrawals. See a. above.
- g. **No impact.** See a. above
- h. **No impact.** Se a. above.
- i. **No impact.** See a. above.

5. Air Quality

- a. **No impact.** No substantial impacts to air quality are anticipated as a result of the proposed project. Vehicle trips to the site will remain consistent with those generated by the City Hall/library facilities currently occupied by the City on an adjacent site. The use of proper wetting procedures during construction will help to minimize dust generation. The proposed project will not violate or contribute to the violation of any air quality standard.
- b. **No impact.** There are no sensitive receptors in the vicinity of the site.
- c. **No impact.** The proposed project will not affect the local or regional climate or meteorology.
- d. **No impact.** The proposed City Hall/library use will not generate or create any objectionable odors.

6. Transportation/Circulation

- a. **No Impact.** The proposed project will essentially replace the City's leased facilities on an adjacent site and will not increase the number of vehicular trips currently generated.

- b. **No impact.** The existing street and highway system serving the subject site does not pose a hazard to safety resulting from either inadequate design or incompatible uses.
- c. **No impact.** Adequate access for emergency vehicles is provided to the site from adjacent public roads (i.e., Agoura Road and Oak Crest Drive).
- d. **No impact.** Adequate on-site parking will be provided pursuant to the Westlake Village Municipal Code.
- e. **No impact.** The proposed project is located within a site previously developed for office and business park uses and will not create barriers or hazard for pedestrians or bicyclists.
- f. **No impact.** The proposed project will not conflict with adopted policies pertaining to alternative modes of transportation.
- g. **No impact.** The proposed project will not conflict with rail, waterborne or air traffic because there are no rail, waterborne or air traffic facilities within the vicinity of the subject site.

7. Biological Resources

- a. **No impact.** The proposed project site was previously graded as part of a 420,000 square foot office and business park development. There are no unique, rare or endangered plant, insect, fish, animal or bird species, or related habitats existing on or in the vicinity of the site. The existing vegetation on the site consists totally of urban landscaping in the form of ornamental trees, shrubs, and ground cover. New landscaping will be installed as the development of the site occurs.
- b. **No impact.** See a. above.
- c. **No impact.** See a. above.
- d. **No impact.** See a. above.
- e. **No impact.** See a. above.

8. Energy & Mineral Resources

- a. **No impact.** The project does not conflict with adopted energy conservation plans. The proposed City Hall/library facilities must comply with the energy conservation requirements of the Uniform Building Code. Further, each of the affected utility companies has indicated that it can serve the project without adversely affecting projected energy supplies.
- b. **No. Impact.** The project will incorporate all energy conservation measures required by the Uniform Building Code.
- c. **No impact.** There are no known mineral resources on or in the vicinity of the project site.

9. Hazards

- a. **No Impact.** Since no man-made or natural hazards exist on the project site, no

extraordinary risk of upset or accident is expected as a result of the proposed project or Dole development complex as a whole.

b. **No impact.** The project will not interfere with emergency response plans or emergency evacuation plans.

c. **No impact.** The proposed project would not involve the processing, handling, or disposal of any hazardous substances and will not create any potential hazard to health.

d. **No impact.** The proposed office and hotel development will not result in the exposure of people to potential health hazards.

e. **No impact.** The project site is within an established business park setting and is not within or adjacent to a brush fire hazard area.

10. Noise

a. **No impact.** The proposed project will not be a significant noise generator and should have no noticeable effect on ambient noise levels in the surrounding area. The primary source of noise will be the vehicular traffic generated by the project and this is expected to have a minor, long-term impact on local noise levels based on the Noise Element of the City's General Plan.

Short-term increases in noise levels would occur in the vicinity of the site during the construction phase and would be attributable to the use of heavy equipment and other construction activities. The noise levels associated with the activities could be adverse but will be localized and will cease with the completion of the construction phase of the project. Further, the project site is adjacent to the 101/Ventura Freeway, the primary source of vehicular noise in the vicinity, and is flanked by non-noise sensitive business park uses.

b. **No impact.** See a. above.

11. Public Services

a. **No impact.** The various affected public service agencies, including fire and sheriff, have been contacted as part of the City's development review process to ascertain their concerns regarding the proposed project and have indicated their ability to serve the project as proposed. Additionally, no further service demand are anticipated as a result of the project because all necessary public services and facilities are available to the 420,000 square foot office/business park facilities that currently occupy the adjacent sites.

b. **No impact.** See a. above.

c. **No impact.** The proposed City Hall/library facilities will not generate additional demands on the Las Virgenes Unified School District.

d. **No impact.** See a. above.

e. **No impact.** See a. above.

12. Utilities & Service Systems

a. **No impact.** Service lines for all utility systems are located adjacent to the project site and the necessary connections to serve the site can be easily made. The minor extension of electrical, natural gas, telephone, water and sewer lines will be required to bring service to each of the buildings to be constructed on the site. Each of the affected utility purveyors have indicated their ability to serve the proposed project and all requirements for providing necessary utility services can be adequately met. There will be no significant impact to utility systems and the necessary improvements and extensions of utility lines will be no more extensive than normally anticipated for this type of project.

b. **No impact.** See a. above.

c. **No Impact.** See a. above.

d. **No impact.** See a. above.

e. **No Impact.** As a normal part of the development process, on-site drainage facilities will need to be modified and connected to the existing storm drain system in the adjacent streets.

f. **No impact.** Solid waste disposal will be accomplished in accordance with the City's adopted and State-approved Source Reduction and Recycling Element.

g. **No impact.** See a. above.

13. Aesthetics

a. **No impact.** The proposed project is located within an established business park setting and is not adjacent to a designated scenic highway.

b. **No impact.** Based on the building elevations developed by the project architect and approved by the City Council, the design of the proposed buildings will be consistent with the high quality structures found within Westlake Village. The project will not create any offensive views. On the contrary, the project will improve the appearance of the property which has been maintained as a vacant, unlandscaped parcel within the adjacent business park.

c. **No impact.** As a normal condition of development, all security and parking lot lighting shall be appropriately shielded to illuminate only the intended field of illumination and to prevent off-site light spillage and glare.

14. Cultural Resources

a. **No impact.** The project site is within an existing 420,000 square foot business park. No known paleontological or archaeological resources exist on site. As a normal condition of development, a paleontologist/archaeologist will be required to monitor on-site excavation work, and will be empowered to halt or direct such work to allow for the recovery of any paleontological or archaeological resources identified.

b. **No impact.** See a. above.

c. **No impact.** No historic structures or resources exist on the site.

d. **No impact.** The project site is within an existing 420,000 business park. The proposed redevelopment project will not effect unique ethnic cultural values.

e. **No impact.** The project site is within an existing 420,000 square foot business park. No existing religious or sacred uses are associated with the project area.

15. Recreation

a. **No impact.** The project will neither directly nor indirectly affect the recreational opportunities and facilities available to local residents.

b. **No impact.** See a. above.

VIII. I have consulted the lists compiled pursuant to Section 65962.5 of the Government Code and hereby certify that the development project and any alternatives proposed in this application are located on a site which: (check one)

X Is not included in these lists.

___ Is included in these lists, and the project applicant has completed the statement required by Section 65962.5(f) of the Government Code.

___ Is included in these lists, and I have notified the applicant, pursuant to Section 65943 of the Government Code, that he or she has failed to complete the statement required by Section 65962.5(f) of the Government Code by letter dated _____.

On the basis of this initial evaluation: (check one)

___ I find the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

___ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A NEGATIVE DECLARATION will be prepared.

___ I find the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

X I find that no new environmental documentation is required because there have been no changes to the project or to the environment surrounding the project that would lead to new impacts that were not identified in the previously prepared and certified ENVIRONMENTAL IMPACT REPORT, or that would lead to more significant impacts than identified in said previous ENVIRONMENTAL IMPACT REPORT. Further, no new information of substantial importance has become available since preparation and certification of the previous ENVIRONMENTAL IMPACT REPORT.

NOTICE OF DETERMINATION

Amend

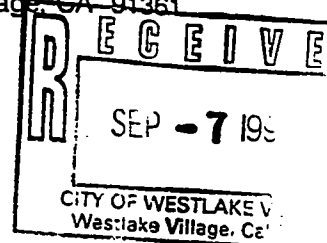
TO: _____ Office of Planning and Research
State of California
1400 Tenth Street
Sacramento, California 90815

FROM: City of Westlake Village
4373 Park Terrace Drive
Westlake Village, CA 91361

ORIGINAL RECEIVED

JUL 19 1994

COUNTY CLERK
BY *D. Coleman* **DEPUTY**



X County Clerk
County of Los Angeles
111 N. Hill Street
Los Angeles, CA 90012

SUBJECT: Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code.

Westlake Spectrum Business Park amendment to Planned Development Permit No. 85-

Project Title (Common name where possible)
19400108

State Clearinghouse Number (If submitted to State Clearinghouse)
Robert Theobald

818-706-1613

Contact Person Agoura Road at Park Terrace Dr., Westlake Village, CA 91361 Telephone Number _____

Project Location
An amendment to an approved development permit to allow office uses on

Project Description
three existing, graded lots within the established Westlake Spectrum Business Park.

This is to advise that the City of Westlake Village (Lead Agency) has approved the above described project and has made the following determinations regarding this project:

1. The project will X will not have a significant effect on the environment.
2. Mitigation measures X were were not made a condition of approval of the project.
3. A Negative Declaration was prepared for this project pursuant to the provisions of CEQA. A copy of the Negative Declaration and record of project approval may be examined at _____.

X An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA, and was reviewed and considered by the decision-making body prior to its decision on the project. The Environmental Impact Report and record of project approval is available to the public at 4373 Park Terrace Dr., Westlake Village, CA 91361.

 The City found that the environmental effects of the project could be mitigated by modifications to the project which are within the responsibility and jurisdiction of another public agency.

 Specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the Final EIR.

X A Statement of Overriding Considerations was X was not adopted for this project.

This document is being filed in duplicate. Please acknowledge the filing date and return acknowledged copy in the enclosed, stamped, self-addressed envelope.

Date Received for Filing **THIS NOTICE WAS POSTED**

ON JUL 20 1994

UNTIL AUG 18 1994

REGISTRAR-RECORDER/COUNTY CLERK

Appendix G, Reso. 581, 10/14/92

Signature

Planning Director

Title

Robert Theobald 6-23-94
Date

32650

RESOLUTION NO. 670

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WESTLAKE VILLAGE
CERTIFYING THE SUPPLEMENTED ENVIRONMENTAL IMPACT
REPORT PREPARED FOR THE AMENDMENT TO PLANNED DEVELOPMENT
PERMIT NO. 85-007 AUTHORIZING THE BUILDOUT OF REMAINING
DEVELOPMENT PARCELS WITHIN THE WESTLAKE SPECTRUM
BUSINESS PARK FOR OFFICE AND/OR R&D/LIGHT INDUSTRIAL USE**

THE CITY COUNCIL OF THE CITY OF WESTLAKE VILLAGE DOES HEREBY
FIND, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. A request was filed by the Kemper Real Estate Management Company for an amendment to Planned Development Permit No. 85-007 which would allow buildout of the three remaining development parcels within the Westlake Spectrum business park (Tract 43744, Lot Nos. 11, 12 and 13) for either office or R&D uses, within established building entitlements.

Section 2. As approved on May 14, 1986, Planned Development Permit No. 85-007 authorized development of the subject 520,000 square foot business park on an approximately 55 acre site located south of Agoura Road and east of Lindero Canyon Road. As a condition of approval, the City Council specified the maximum building entitlement allowed on each individual development parcel, and further specified the maximum overall square footage for "Service Commercial", "R&D/Light Industrial" and "Office" uses within the business park. This overall use allocation included 18,000 square feet of "Service Commercial" space, 261,300 square feet of "R&D/Light Industrial" space, and 140,700 square feet of "Office" space. Subsequently approved and pending site specific development projects have essentially exhausted the "Office" use allocation. Unless amended, Planned Development Permit No. 85-007 would limit future development within the business park to "Service Commercial" and "R&D/Light Industrial" uses.

Section 3. A Final Environmental Impact Report (FEIR) was prepared for the business park project, and was certified by City Council Resolution No. 225 on May 14, 1986, in conjunction with approval of Planned Development Permit 85-007. Said Resolution certifies that the Final Environmental Impact Report prepared for the project (the "Final EIR") was completed in compliance with the California Environmental Quality Act and that the Final EIR was presented to the City Council and the City Council reviewed and considered the information contained in the Final EIR prior to approving the project. With respect to the potential significant environmental effects identified in the Final EIR, the City Council found as follows:

1. The Final EIR identified as a potential significant environmental effect erosion and sedimentation impacts due to the nature of the soil. Changes or alterations have been required in, or incorporated into, the project which

avoid or substantially lessen this potentially significant environmental effect. A grading and erosion control plan will be required of the applicant to eliminate this problem. Retaining walls will be constructed at the base of natural slopes to preserve land stability.

2. The Final EIR identifies as a potential significant environmental effect increased water run-off and the resulting impact on water quality. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen this potentially significant environmental effect. A storm drainage system will be installed to adequately handle the increased water run-off caused by the project. Such system will include debris basins along with other improvements to prevent flooding and siltation of downstream areas including Westlake Lake. Erosion control will be required, including planting of all manufactured slopes within sixty (60) days after slopes are created.
3. The Final EIR identifies as a potential significant environmental effect the visual and aesthetic impact of the buildings to be constructed on the site. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen this potentially significant environment effect. These include landscaping, berm buffers, oak tree preservation and maintenance of a required open space preserve of twenty-six (26) acres. The allowable square footage of construction and number of buildings on the site has been reduced from the original application and the setbacks from residential areas and public streets have been substantially increased. Hillside development standards contained in the Zoning Ordinance will be satisfied and the upper limits of development on the hillside have been lowered. The design of the buildings will be compatible with City standards and surrounding areas.
4. The Final EIR identifies as a potential significant environmental effect the impact on existing oak trees, particularly the loss of virtually all of the Valley Oak Savannah habitat. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen this potentially significant environmental effect including reducing the overall size and square footage of the project and shifting the development northward to reduce the amount of habitat to be disturbed. One-hundred ninety-seven (197) oak trees will remain in place on the site and only fifteen (15) oak trees will be removed because it would be impossible to develop the site with these trees in place. Protective measures will be implemented during construction to avoid damage to the trees which will be preserved. Further, all oak trees which are removed will be replaced on a 4:1 ratio.
5. The Final EIR identifies as a potential significant environmental effect light and glare to the neighboring properties. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially

lessen this potentially significant environmental effect. Parking lot lights will be lowered and non-reflective materials will be utilized to minimize glare to acceptable levels. All lighting will be directed downward and away from adjoining residential areas.

6. The foregoing mitigation measures avoid or substantially lessen the potentially significant environmental effects of the project identified in the Final EIR. Further, the social, economic and other benefits of the project outweigh any unavoidable adverse environmental effects that may occur. Due to such overriding benefits and considerations, the City Council finds that any unavoidable adverse environmental effects of the project are acceptable. A major goal of the General Plan is to promote the development of high quality, comprehensively planned commercial projects. This project is consistent with the General Plan, is less dense than permitted in the Plan and will further that goal and will provide employment opportunities and tax revenues to the City. The visual impact of the project will be mitigated and softened to assure compatibility with neighboring residences, but to the extent that the project results in the unavoidable loss of some views, the benefits of the project outweigh this impact. To the extent that there are any such unavoidable impacts, this paragraph shall constitute a statement of overriding considerations pursuant to the California Environmental Quality Act.

Section 4. The City Council hereby readopts the findings set forth in Section 3 above.

Section 5.

1. The subject request for amendment of Planned Development Permit No. 85-007 was filed with the City of Westlake Village on March 2, 1994.
2. An Initial Environmental Study was completed by staff on March 8, 1994, which revealed that the project, as defined as 115,020 square feet of office use and a 25,000 square foot City Hall/Library facility on the remaining undeveloped lots of the Westlake Spectrum business park, could result in significant adverse traffic impacts beyond those contemplated by the 1986 Final EIR.
3. Based on the findings of the Initial Environmental Study, a Supplement to the FEIR was required for the project.
4. A Notice of Preparation of a Draft Supplemental EIR was distributed to governmental agencies that could be affected by the project.

5. A Draft Supplemental EIR was prepared by the environmental planning firm of Willdan Associates.
6. The Draft Supplemental EIR indicated that the approval of the proposed project could result in significant adverse impacts on traffic and circulation beyond those analyzed by the 1986 Final EIR.
7. The Draft Supplemental EIR also identified various mitigation measures which if incorporated into the project plans could reduce potentially significant traffic impacts to an insignificant or acceptable level.
8. The mitigation measures suggested in the Draft Supplemental EIR have incorporated as conditions of approval for the proposed amendment to the greatest extent feasible.
9. The Draft Supplemental EIR was completed on April 26, 1994, and was released for a 45 day public review period on said date.
10. The availability of the Draft Supplemental EIR was properly noticed in accordance with the applicable provisions of the Westlake Village Municipal Code, CEQA and State CEQA Guidelines.
11. Any written comments received during the public review period have been appropriately responded to in writing.
12. The City Council conducted a public hearing on June 22, 1994, on the adequacy and accuracy of the FEIR, as supplemented by the Draft Supplemental EIR and has considered the testimony received in this matter.
13. Staff has reviewed the content of the FEIR, as supplemented by the Draft Supplemental EIR and recommends that the City Council certify the document as adequately and accurately describing the potential impacts of the proposed project.

Section 6. The City Council hereby certifies that the FEIR as supplemented by the Final Supplemental Environmental Impact Report prepared in connection with the proposed project (together the "Final SEIR") was completed in compliance with the California Environmental Quality Act, that the Final SEIR was presented to the City Council, that the Final SEIR reflects the independent judgement of the City Council, and that the City Council reviewed and considered the information contained in the Final SEIR prior to approving the requested amendment of Planned Development Permit No. 85-007. With respect to the potential significant environmental effects not identified in the Final EIR but identified in the Final SEIR, the City Council finds as follows:

1. The Final SEIR identifies as a potentially significant environmental effect traffic impacts on the intersection of Agoura Road and Lindero Canyon

Road. Measures have been incorporated into the project which fully mitigate and avoid the potentially significant effect. The applicant has complied with the requirement to contribute one-hundred percent (100%) of the cost of a traffic signal on Agoura Road, twenty-eight percent (28%) of the total cost of intersection improvements at Lindero Canyon Road and Agoura Road, nineteen percent (19%) of the total cost of intersection improvements at the eastbound Ventura Freeway offramp at Lindero Canyon Road and five percent (5%) at the westbound offramp at Lindero Canyon Road as well as Thirty Thousand Eight Hundred Fifteen dollars (\$30,815) to the City's Traffic Signalization Fund. The applicant will further be required to restripe the existing No. 2 westbound lane on Agoura Road at Lindero Canyon Road as an optional through/right turn lane. The City will adopt a Transportation Management (TDM) Ordinance structured to require businesses with 250 employees or more to reduce peak hour traffic generation. At a minimum, this ordinance will require major businesses to implement staggered work hours so that employees would arrive and depart over a period of two or more hours during a.m. and p.m. peak traffic conditions. With implementation of these measures, the subject intersection will operate at an acceptable level of service.

2. The foregoing mitigation measures avoid or substantially lessen the potentially significant environmental effects of the project identified in the Final SEIR and not identified in the Final EIR. Further, the social, economic and other benefits of the project outweigh any unavoidable adverse environmental effects that may occur. Due to such overriding benefits and considerations, the City Council finds that any unavoidable adverse environmental effects identified in the Final SEIR are acceptable. A major goal of the General Plan is to promote the development of high quality, comprehensively planned commercial projects. This project and the Westlake Spectrum Business Park, as a whole, is consistent with the General Plan, is less dense than permitted in the Plan and will further that goal and will provide employment opportunities for highly trained workers and tax revenues to the City. To the extent that there are any such unavoidable adverse impacts, this paragraph shall constitute a statement of overriding considerations pursuant to the California Environmental Quality Act.

Section 7. The Alternatives set forth in the 1986 Final EIR are rejected as infeasible for legal, social and technical considerations because they conflict with the established pattern of development within the subject business park and/or would require an unwarranted taking of established building entitlements. The "No Project" Alternative analyzed the potential effects of no development whatsoever on the Westlake Spectrum business park site. This Alternative is now precluded by existing development on Lot Nos. 1 through 8 of the business park. Project Design Alternative No. 1 included development of 437,000 square feet of industrial uses, 36,400 square feet of commercial uses and 0 square feet of office uses for a total of 473,400 square feet of development

within the business park. The Alternative is now precluded because 117,660 square feet of office use and 111,000 square feet of research and development use have now been constructed in the business park in accordance with the project as approved in 1986.

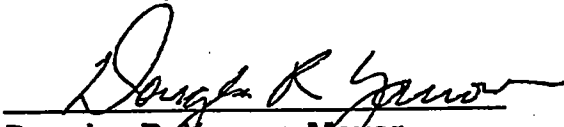
Design Alternative two would permit 119,100 square feet of office use, 230,200 square feet of industrial use and 36,400 square feet of commercial use for a total of 385,700 square feet of development. When compared to the proposed project, this alternative would eliminate development of an area which is approximately Lot No. 13 of the existing business park. Design Alternative 3 would permit 143,900 square feet of office use, 184,400 square feet of industrial use and 0 square feet of commercial use for a total of 328,300 square feet of development. Under this Alternative, development in the area represented by existing Lot Nos. 11, 12, and 13 would be disallowed.

Section 8. The "Buildout in Accordance with Existing Entitlements" and the "More Intense Project" Alternatives analyzed in the Final SEIR are rejected as infeasible because they are not environmentally superior and would result in greater traffic impacts than the proposed project. The first would generate approximately 63 more peak hour trips, while the second would generate approximately 40 more peak hour trips than would the proposed project. The "No Project" and "Less Intense Project" Alternatives are rejected because they would result in an unwarranted taking of established building entitlements. The No Project Alternative would reduce approved building entitlements by approximately 133,000 square feet, while the Less Intense Project Alternative would reduce established building entitlements by approximately 25,000 square feet.

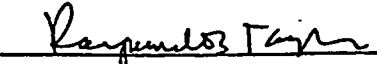
Section 9. The Mitigation Monitoring Program set forth below is hereby adopted.

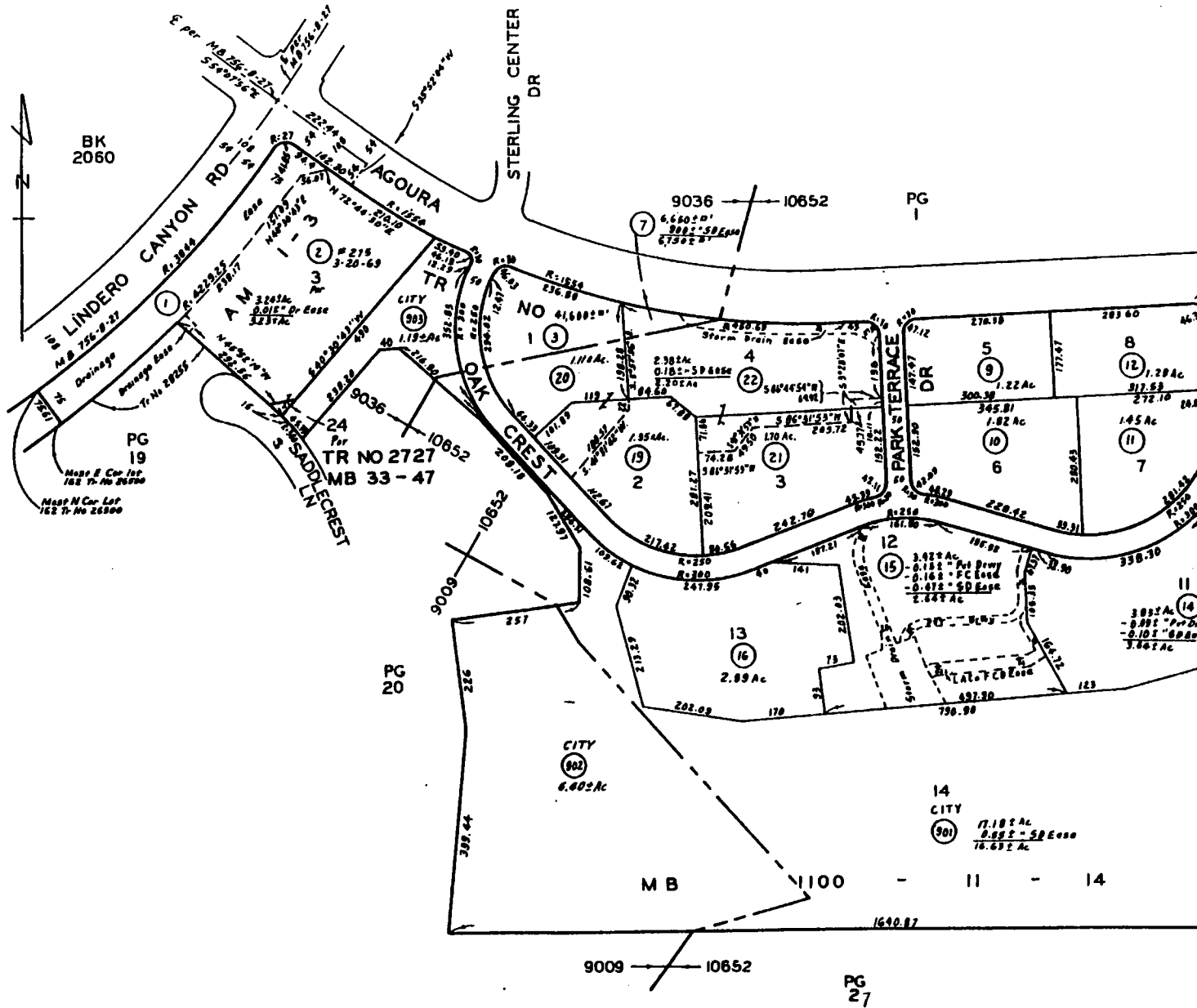
1. The applicant shall pay to the City a fee in the amount sufficient to cover the costs associated with restriping the existing No. 2 westbound lane of Agoura Road at Lindero Canyon Road as an optional through/right turn lane. The amount of the fee shall be established by the City Engineer and shall be paid no later than September 1, 1994. The City Engineer shall report to the City Council upon the payment of the fee and completion of the restriping project.
2. A TDM Ordinance as referenced in Section 6 above shall be adopted by the City prior to the issuance of an occupancy permit for new construction within the Westlake Spectrum business park. The Planning Director shall monitor the issuance of such occupancy permits to assure compliance with this provision.

PASSED, APPROVED and ADOPTED this 27th day of June, 1994.


Douglas R. Yarrow, Mayor

ATTEST:


Raymond B. Taylor, City Clerk



LEASE AND OPERATING AGREEMENT
(City of Westlake Village/County of Los Angeles)

THIS LEASE AND OPERATING AGREEMENT (hereinafter "Lease") is entered into as of the 12th day of December, 2001, by and between the CITY OF WESTLAKE VILLAGE, a municipal corporation (hereinafter "City"), and the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter "County").

RECITALS

A. Since 1993, County has operated the Westlake Village Daniel K. Ludwig Library (hereinafter "Ludwig Library") as a public library to serve residents of City, County and neighboring areas.

B. City is constructing a new civic center complex on the real property commonly known as 31200 W. Oak Crest Drive and legally described as set forth in Exhibit "A" attached hereto and incorporated herein by reference. Such civic center complex includes space for a library facility to replace the Ludwig Library.

C. County desires to lease the library facility space in City's new civic center complex for purposes of relocating the Ludwig Library thereto and operating a public library therein.

D. City is willing to lease the library facility space in its new civic center complex to County for such purposes on the terms and conditions stated in this Lease.

EXHIBITS

The following exhibits are attached hereto and incorporated herein by reference:

Exhibit "A": Legal Description of Civic Center Property

Exhibit "B": List of City Improvements

Exhibit "C": Commencement Date Memorandum

Exhibit "D": List of County Improvements

Exhibit "E": Memorandum of Lease

COVENANTS

I. DEFINITIONS

As used in this Lease, the following words and phrases shall have the following meanings:

C. "Commencement of restoration" - the award of a contract for the preparation of plans and specifications to accomplish restoration, or for the obtaining of labor and materials to accomplish restoration, whichever occurs earlier.

D. "County Library" - the County of Los Angeles Public Library.

E. "Destruction" - any damage to the Property that results in temporary or permanent loss of use of the Property, the Library Facility or a portion thereof.

F. "Enforced delay" - a delay in the performance of a party's obligations under this Lease due to war, insurrection, strike, walkout, labor disputes, inability to procure materials unrelated to the cost thereof, failure of power, riot, flood, earthquake, fire, act of God, litigation (including, without limitation, legal challenges delaying construction of the Library Facility), governmental restriction or delay due to the enforcement of environmental regulations or any state or federal laws that conflict with the provisions of this Lease. A Period of Enforced Delay shall run from the commencement of the cause only if the party claiming such delay has provided written notice of the cause to the other party within thirty (30) days of its commencement. A properly noticed Period of Enforced Delay shall remain in effect until such time as the claiming party's performance may reasonably be continued.

G. "Good condition" - subject to normal wear and tear, the good physical condition of the Property and each portion of the Property (including, without limitation, signs, windows and appurtenances). "In good condition" means neat and broom-clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.

H. "Hazardous substances" - hazardous, toxic or radioactive substances as defined in California Health and Safety Code Section 25316 (as amended from time to time) or the same or a related defined term in any successor or companion statute. "Hazardous substances" includes crude oil or byproducts of crude oil, other than crude oil that exists on the Property as a natural formation, and those chemicals and substances identified pursuant to California Health and Safety Code Section 25249.8.

I. "Improvements" - the Library Facility and furniture, fixtures and equipment therein provided by City, all as described in Exhibit "B." "Improvements" does not include the City Hall Facility or other structures constructed on the Underlying Property that are not regularly used for library purposes.

J. "Library Facility" - the finished structure, or portion thereof, consisting of approximately 11,000 square feet to be constructed on the Underlying Property by City and used by County pursuant to this Lease to provide public library services for residents of City and neighboring areas within Los Angeles County.

K. "Maintenance" - repairs, repainting and cleaning.

L. "Property" - the Underlying Property along with the Library Facility. "Property" does not include structures, improvements or open space areas on the Underlying Property not a part of the Library Facility, but including common areas.

M. "Restoration" - the reconstruction, rebuilding, rehabilitation and repairs that are necessary to return destroyed portions of the Property to substantially the same physical condition as they were immediately before a destruction.

N. "Underlying Property" - the real property legally described in Exhibit "A."

II. LEASE OF LIBRARY FACILITY

City leases the Library Facility to County, and County leases the Library Facility from City, for the Lease Term on the terms and conditions stated in this Lease.

III. LEASE TERM

Unless this Lease is earlier terminated as provided herein, the Lease Term shall consist of the Original Term (as defined in paragraph A below) and, if County exercises its renewal option, the Renewal Term (as defined in paragraph B below).

A. Original Term

The Original Term of this Lease shall be for a period of ten (10) years. The Original Term shall commence on the date of City's issuance to County of, and County's acceptance of, a Certificate of Occupancy for the Library Facility (hereinafter "the Commencement Date"). Following the Commencement Date, the parties shall promptly execute the "Commencement Date Memorandum" set forth in Exhibit "C."

If for any reason City is unable to deliver possession of the Library Facility to County on or before June 30, 2002, then City shall not be liable for any loss or damage caused by the failure to deliver possession of the Library Facility to County. If City has not delivered possession of the Library Facility to County as of such date, then County may thereafter terminate this Lease by giving ninety (90) days written notice of termination to City at any time before City delivers possession of the Library Facility to County. Any such notice of termination shall be void and without effect, however, if prior to expiration of the ninety (90) day period City delivers possession of the Library Facility to County.

B. Renewal Term

County shall have one (1) option to renew this Lease for a Renewal Term of ten (10) years. County, by letter from its Chief Administrative Officer, shall notify City in writing not less than sixty (60) days prior to expiration of the Original Term of County's intention to exercise its renewal option. The actual exercise of the renewal option shall be accomplished before the expiration of the Original Term and only by action of the County's Board of Supervisors.

C. County Library Membership Contingency

The Lease Term shall remain in effect only so long as City remains a member of the County Library. City may, pursuant to applicable law, withdraw from the County Library at any time during the Lease Term in accordance with Section VII below.

IV. CONSIDERATION

A. Maintenance and Operation

As consideration for the lease of the Library Facility, County shall maintain the Library Facility and shall operate a public library therein. County shall perform such maintenance and operation in accordance with the terms of this Lease and in conformance

with County's standard policies and procedures for library operation. No other base rent is payable except as herein specifically provided to the contrary.

B. Taxes

City and County are exempt from property taxation under law existing at the execution of this Lease. If during the Lease Term the State of California or any other government entity not a party to this Agreement levies or assesses a tax, fee excise or special assessment on rents, the square footage of the Library Facility, the act of entering into this Lease, County's occupancy of the Library Facility or the Property, then before delinquency City shall pay that tax, fee excise or special assessment. The exemption contained in California Constitution Article XIII, Section 3 has been considered in fixing the terms of this Lease.

V. USE OF LIBRARY FACILITY

A. Library Services

County shall use the Library Facility solely for a public library, and for purposes incidental thereto, that shall function as a unit of the County Library, subject to all of County's general operating policies and procedures. County shall at its cost:

1. *Transfer property from the Ludwig Library.*

County shall transfer from the Ludwig Library to the Library Facility such furniture, fixtures, equipment and other supplies and amenities as are owned by County and deemed appropriate by the parties. Such transfer shall be in accordance with a City-approved schedule. All such items shall remain County's property and shall be listed on Exhibit "D," which may be amended by the parties from time to time. Should County, during the Lease Term and at its own cost, add additional furniture, fixtures or equipment to the Library Facility, then the parties shall amend Exhibit "D" accordingly. Any amendment of Exhibit "D" shall be executed by the County Librarian on behalf of County and by the City Manager on behalf of City.

2. *Furnish the Library Facility Collection.*

County shall furnish the Library Facility with the Ludwig Library book collection, which consists of approximately 50,000 items as of March 31, 2001.

Materials provided by County for the Library Facility shall be subject to County Library's collection development policy, and shall be acquired based upon the professional judgment and expertise of County Library's staff. Acquisition of new or replacement materials shall be made on an equitable basis with other libraries within the County Library based on funding available. County shall add to the collection for the Library Facility any materials that conform to County Library's materials selection policy and are donated for use at the Library Facility by individuals or private support groups such as the Friends of the Library. Such donated items shall be subject to the provisions of Section XVI.D below.

3. *Operate the Library Facility.*

County shall operate the Library Facility with an adequate number of staff to meet normal user needs at all times that the Library Facility is open to the public. County's minimum staffing for the Library Facility shall be as follows: one (1) Librarian III (Community Library Manager); one (1) Librarian I, (Children's Librarian); one (1) Library Assistant; two and one-half (2½) FTE Library Aides; and two (2) Library Pages. Should the circulation of library materials or other output measures (reference assistance or attendance) of the Library Facility increase by more than twenty-five percent (25%) during any six-month period of the Lease Term, then City may request a meeting with the County Librarian to review the service levels for the Library Facility.

Except for public holidays, such closures as may be reasonably required for maintenance or restoration purposes and periods of enforced delay, the Library Facility shall be open to the public at least five (5) days per week for forty (40) hours per week. County reserves the right to reduce the operating hours to less than forty (40) hours per week in the event that it is necessary to implement department-wide service hour reductions due to budget constraints. If budget constraints preclude County from satisfying these minimum operating hours, then the parties shall hold a meeting to discuss operating hours for the Library Facility. Additionally, County shall provide City with written notice of any planned reduction at least sixty (60) days prior to the commencement of the reduction. Notwithstanding the preceding, County agrees that it shall operate the Library Facility for a minimum of five (5) days and thirty (30) hours per week throughout the Lease Term.

The business hours for the Library Facility shall be determined by mutual agreement of the parties. Sunday service shall not be provided by County as part of the normal operating schedule unless City agrees to reimburse County for its costs for providing Sunday service.

County shall not use, or permit the use of, the Property in any manner that creates a nuisance or violates any law.

4. *Report On Library Usage.*

In order to keep City informed of the activity levels and use of the Library Facility, County's staff and shall meet periodically with City's staff to report on the operation of the Library Facility.

5. *Reimburse City for Miscellaneous Costs.*

County shall pay City the amount of four thousand two hundred ninety-five dollars (\$4,295.00) as reimbursement for the installation of a County-approved intrusion alarm system for the Library Facility. Additionally, County shall pay City the amount of five thousand five hundred one dollars and five cents (\$5501.05) as reimbursement for the installation, by Pacific Bell, of a separate minimum point of entry for telephone service for the Library Facility.

B. Cooperation

County shall use its reasonable efforts to operate the Library Facility in a manner that conforms to any conditions or requirements of donations, grants or gifts

acquired or received by City for the construction, furnishing or operation of the Library Facility, provided such conditions or requirements have been disclosed to County and are agreeable to County.

VI. DISPOSAL OF LAS VIRGENES LIBRARY

County shall pay City a sum equal to twenty percent (20%) of the net proceeds of County's disposal of its Las Virgenes Library Facility as partial reimbursement for City's cost of constructing and equipping the Library Facility (hereinafter the "Proceeds Payment").

VII. WITHDRAWAL FROM COUNTY LIBRARY

A. Right of Withdrawal

City retains the legal right to withdraw from the County Library and nothing in this Lease shall limit City's exercise of such right. City's withdrawal from the County Library shall not constitute a default or breach of this Lease if withdrawal is accomplished in compliance with law.

B. Effect of Withdrawal

1. *Withdrawal During Lease Term*

In the event that City withdraws from the County Library during the Lease Term, this Lease shall terminate. In accordance with California Education Code Section 19116 (as it exists at the commencement of this Lease or may subsequently thereafter be amended), City may in its sole discretion acquire County's personal property related to the provision of library services in the Library Facility.

2. *Withdrawal During Original Term*

In the event that City withdraws from the County Library during the Original Term, City shall repay to County a portion of the Proceeds Payment actually paid to City pursuant to Section VI above. The portion to be repaid by City shall be determined by adding ten percent (10%) of the Proceeds Payment for each year or portion thereof remaining of the Original Term, and then subtracting therefrom City's actual cost (if any) of repairing damage to the Library Facility caused by County, its agents, officers, employees, volunteers or patrons (normal wear and tear excepted) and City's actual cost (if any) of restoring the Library Facility to good condition.

VIII. FIXTURES, UTILITIES, SERVICES & MAINTENANCE

A. Fixtures

Except as provided in Section V.A.1 above, City shall install all furniture, fixtures and equipment necessary for operation of the Library Facility as a public library. Such furniture, fixtures and equipment shall include without limitation the following: ceilings; lights; wall coverings; floor coverings; window coverings; book stacks; library furniture; staff furniture; library equipment; HVAC systems and controls; intrusion alarm, fire alarm, CATV, paging, public address, voice/data cabling and terminations; and other low voltage systems.

B. Utilities and Services

City shall make all arrangements for and shall pay for (including connection charges) all janitorial services (including trash removal) and utilities, except telephone service, furnished to or used at the Library Facility. County shall make all arrangements for and shall pay for (including connection charges) all telephone service furnished to or used at the Library Facility.

County shall not make any connection to the utilities except by and through existing outlets. County shall not add to, or modify, existing outlets without City's prior approval, which approval shall not be unreasonably withheld. County shall not install or use in or about the Library Facility any machinery or equipment that uses excess water, lighting or power. County shall not suffer or permit any act that causes excess burden upon utilities or services over standard library usage.

C. Maintenance

Throughout the Lease Term, City shall at its sole cost maintain the Library Facility and fixtures in good condition. Such maintenance shall include without limitation the following: windows and window coverings; floor coverings; ceilings; interior walls; lamps and tubes; exposed plumbing; casework; interior wall surfaces and doors; and the basic structure, including all building systems, exterior walls, roof, landscaping, hardscape and lighting. In the event City should fail or refuse to commence such maintenance within thirty (30) business days after written notice has been served by County, or within five (5) business days for fire, life-safety or air conditioning related matters, or should fail or refuse to pursue the work with reasonable diligence to completion, then County may at its sole option perform or cause performance of the work and charge the reasonable cost thereof to City.

Throughout the Lease Term, County shall at its sole cost maintain in good condition the equipment used by County's staff or the public. In the event County should fail or refuse to commence such maintenance within thirty (30) business days after written notice has been served by City, or should fail or refuse to pursue the work with reasonable diligence to completion, then City may at its sole option perform or cause performance of the work and charge the reasonable cost thereof to County.

To the extent that maintenance becomes necessary to the Library Facility, fixtures or furnishings due to the actions of County, its agents or invitees, other than normal wear and tear, such maintenance may be performed by City and City's reasonable costs therefore shall be reimbursed by County. Except in cases where immediate repair is necessary to protect the public health or safety, City shall provide County with fifteen (15) days written notice of its intent to undertake repairs unless County has waived such notice in writing.

The requirements of this section providing for notice by County to City and opportunity for City to perform maintenance work shall take precedence over California Civil Code Sections 1941 and 1942.

D. Compliance with Law and Insurance Providers

The parties' maintenance obligations shall be accomplished in accordance with law and in conformance with the requirements of all persons providing insurance for any part of the Property.

E. Acceptance of Library Facility

Prior to County's acceptance of the Library Facility for occupancy, the parties' representatives shall conduct a walk-through to confirm that the Improvements, other than minor punch list items, have been completed to County's reasonable satisfaction. County's acceptance of the Library Facility for occupancy shall constitute acknowledgment that the Library Facility is in good order upon commencement of this Agreement, except for those minor punch list items identified in writing. City shall complete, or shall cause to be completed, all such punch list items within thirty (30) days of County's occupancy of the Library Facility. In the event that City fails to do so, then County may at its sole option perform or cause performance of the work and charge the reasonable cost thereof to City and City shall pay such charge.

IX. PARKING

County shall be entitled to non-exclusive use of parking spaces designated for use by occupants or patrons of the Property. County shall also be entitled to exclusive use of two (2) parking spaces designated for use only by the County Library.

X. ALTERATIONS

Except as provided herein, City shall not make any structural alterations to the Library Facility without providing at least thirty (30) days prior written notice to County. To the extent feasible, City shall make such alterations only at such time as does not conflict with County's operation of the Library Facility. City may perform such structural alterations without thirty (30) days prior written notice to County if, in City's sole discretion, such alterations are immediately necessary to protect public health or safety, to protect the contents of the Library Facility, or to remedy an emergency. City shall endeavor to afford County advance notice of structural alterations performed in such circumstances.

County shall not make any structural alteration to the Property without the express written consent of City. For purposes of this provision, a "structural alteration" shall be any modification that results in a change in the structural integrity of the Library Facility, or change in the location, design, area or size of any wall, window or door. A "structural alteration" also shall include any modification that alters the gross cubic area of the Library Facility and any substantive modification to finish materials.

XI. INSURANCE & INDEMNIFICATION

A. Insurance

1. Casualty Insurance.

During the Lease Term, City shall keep the Library Facility insured against loss or damage by fire, lightning, vandalism, malicious mischief and such perils

ordinarily defined as "extended coverage." Such insurance shall be in an amount not less than the full insurable replacement value of the Library Facility.

2. *Worker's Compensation Insurance.*

During the Lease Term, County shall maintain in force worker's compensation insurance as required by the California Labor Code. County may, at its sole option, self-insure all or part of the insurance coverage required under this provision.

3. *City's Liability Insurance.*

During the Lease Term, City shall also at all times maintain in force a policy of comprehensive public liability insurance insuring against injury to persons and damage to property. This policy shall have a combined single limit coverage of not less than one million dollars (\$1,000,000) per occurrence. The policy coverage shall be reviewed by the insurer at least every year to assure sufficient coverage.

4. *County's Liability Insurance.*

During the Lease Term, County shall also at all times maintain in force a policy of comprehensive public liability insurance insuring against injury to persons and damage to property. This policy shall have a combined single limit coverage of not less than one million dollars (\$1,000,000) per occurrence. The policy coverage shall be reviewed by the insurer at least every year to assure sufficient coverage. At County's sole option, it may self-insure any or all of the insurance coverage required by this paragraph.

B. Indemnification

1. *City's Obligation.*

City shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever (including, but not limited to, bodily injury, death or property damage) arising from or connected with City's construction, maintenance or ownership of the Library Facility. County need not have first paid any such claim in order to be so indemnified. Notwithstanding the preceding, City's status solely as lessor of the Library Facility to County shall not be deemed to be a use of the Library Facility that would require City to indemnify County for damages arising from County's use of the Library Facility.

2. *County's Obligation.*

County shall indemnify, defend and hold harmless City, its agents, officers and employees from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever (including, but not limited to, bodily injury, death or property damage) arising from or connected with County's use, maintenance or operation of the Library Facility. City need not have first paid any such claim in order to be so indemnified.

3. *Survival of Obligations.*

The indemnity provided by each party pursuant to this Section shall survive the expiration or termination of this Lease.

XII. DAMAGE & DESTRUCTION

If the Library Facility is damaged or destroyed by war, fire, earthquake or other violent elemental action such that the structure is not fit for County's occupancy (as determined by County in its sole discretion), and if City does not commence restoration within one (1) month of any such event, or should fail or refuse to pursue the work with reasonable diligence to completion, then County may terminate this Lease by issuance of a written Notice of Termination. If County terminates this Lease in accordance with this provision, then the termination date shall be as specified in the Notice of Termination.

City shall secure any area of the Library Facility that is damaged or destroyed in order to prevent further damage or injury to persons.

XIII. CONDEMNATION

A. Notice

City shall notify County in writing if, during the Lease Term, City receives an offer to acquire the Property (or any portion thereof) issued pursuant to Government Code Section 7267.2 or a notice of a resolution of necessity to condemn the Property. Such notification shall be provided within fifteen (15) days of City's receipt of the offer or notice, and shall indicate the physical portion of the Library Facility that would be affected.

B. Distribution of Award

If the Library Facility or any portion thereof is taken under the power of eminent domain or sold under the threat of the exercise of such power (hereinafter "condemnation" collectively), then any award for the condemnation shall be City's property to the extent it is compensation for the taking of the fee or as severance damages. County shall be entitled to any portion of the award attributable to County's fixtures, improvements or the bonus value of County's leasehold. Each party shall be entitled to retain its own relocation assistance received in connection with a condemnation.

C. Effect of Condemnation

In the event of condemnation of less than twenty-five percent (25%) of the net useable area of the Library Facility, City shall use its condemnation award for restoration of the Library Facility. To the extent feasible, such restoration shall produce a structure of a quality, appearance and functional utility consistent with the pre-condemnation Library Facility. Failure of City to commence such restoration within thirty (30) days of the condemnation shall constitute a default.

In the event of condemnation of twenty-five percent (25%) or more of the net useable area of the Library Facility, County may terminate this Lease by issuance of a Notice of Termination. If County terminates this Lease in accordance with this provision, then the termination date shall be as specified in the Notice of Termination.

XIV. ASSIGNMENT, SUBLETTING & ENCUMBERING

County acknowledges that City is entering into this Lease based on County's unique characteristics. Except as provided herein, County shall not voluntarily assign, sublease or encumber its interest in this Lease or the Property without City's prior written consent. Nor shall County allow any other person (excluding County's library employees, patrons, library volunteers and members of the Friends of the Library) to occupy or use the Property on a continuous basis without City's prior written consent. City may grant or withhold its consent in its sole discretion. Any assignment, sublease or encumbrance made without City's prior written consent shall be voidable and, at City's election, shall constitute a default. No consent to any assignment, sublease or encumbrance shall constitute a further waiver of this provision.

County may, with City's prior written approval, provide concessions for services to patrons that are ancillary to the public library use. Such concessions may include photocopying and licensing of temporary activities other than book sales.

XV. DEFAULT & TERMINATION

A. Default by County

County agrees that if it should default in any of its covenants herein contained and such default constitutes a material breach of this Lease, then City may terminate this Lease. In order to effectuate such termination, City shall first provide County a written Notice of Default specifying the covenant(s) of which County is in default. If County fails to cure such default within thirty (30) days (or, if the default cannot reasonably be cured within thirty (30) days, to commence the cure and diligently perform until completion), then City may issue County a written Notice of Termination specifying the date on which this Lease shall terminate. Any such Notice of Termination shall be void and without effect, however, if prior to the specified termination date County cures the default.

If County fails to cure a default that City is permitted to cure, then City may in its sole discretion perform such cure. In the event that City elects to cure the default, County shall reimburse City for all costs incurred by City in performing the cure, as well as for all damages proximately caused to City because of the default.

In addition to termination, City shall have such other rights or remedies as may be provided by law or equity. The use of each such right and remedy shall be cumulative, and shall not preclude City from pursuing other rights and remedies that may exist now or in the future.

B. Default by City

City agrees that if it should default in any of its covenants herein contained and such default constitutes a material breach of this Lease, then County may terminate this Lease. In order to effectuate such termination, County shall first provide City a written Notice of Default specifying the covenant(s) of which City is in default. If City does not cure such default within thirty days (or, if the default cannot reasonably be cured within thirty (30) days, commences the cure and diligently performs until completion), then County may issue City a written Notice of Termination specifying the date on which this

Lease shall terminate. Any such Notice of Termination shall be void and without effect, however, if prior to the specified termination date City cures the default.

If City does not cure a default that County is permitted to cure, then County may in its sole discretion perform such cure. In the event that County elects to cure the default, City shall reimburse County for all costs incurred by County in performing the cure, as well as for all damages proximately caused to County because of the default.

In addition to termination, County shall have such other rights or remedies as may be provided by law or equity. The use of each such right and remedy shall be cumulative, and shall not preclude County from pursuing other rights and remedies that may exist now or in the future.

C. Termination

If a Notice of Termination is given in accordance with this Section and the default is not cured prior to the termination date specified in the notice, then this Lease shall terminate as of such date. In the event termination is caused by City's default, City shall be liable to County for the full amount of the Proceeds Payment. In the event termination is caused by County's default, City shall repay to County a portion of the proceeds payment in accordance with Section VII.B.2 above.

XVI. ADDITIONAL RIGHTS OF CITY

A. Naming of Library Facility

After consultation with County, City may name the Library Facility. City additionally may, by mutual agreement with County, name any portion thereof.

B. Entry Upon the Library Facility

City and its authorized representatives shall have the right to enter the Library Facility at all reasonable times for inspection, maintenance, restoration or posting of notices. City shall conduct such activities in a manner that will cause the least possible inconvenience for County.

C. Management of City Hall Facility Meeting Rooms

City shall be solely responsible for scheduling and licensing the temporary use of all meeting rooms in the City Hall Facility, and shall be entitled to retain any rental revenue generated therefrom. City shall exercise its best efforts to meet County's needs for use of such rooms, and County shall be exempt from paying any rental fee for use of such rooms for events sponsored, organized or hosted by the County Library.

D. Ownership of Gifts

Any books, periodicals or other items donated to the public library operated in the Library Facility shall be added to County Library's collection in accordance with the provisions of Section V.A.2 above and shall be assigned permanently to the Library Facility. Such items shall become County property and be circulated in accordance with the County Library's local request option program, which gives preference to use by local patrons.

E. Interview of Key Personnel

City shall have the option to participate in the interview of the finalists that County considers employing as Community Library Manager or Children's Librarian at the Library Facility. City additionally shall have the option to consult with County prior to County's filling (or re-filling after a vacancy) of each such position. Notwithstanding the preceding, County shall have absolute discretion in the selection and hiring of all of County's personnel assigned to the Library Facility, and interviews by City shall be conducted with the Library staff designated by the County Librarian.

XVII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and shall be deemed given as of the time of hand delivery to the addresses set forth below, or three (3) days after deposit into the United States mail, postage prepaid, by registered or certified mail, return receipt requested. Unless notice of a different address has been given in accordance with this Section, all such notices shall be addressed as follows:

If to City, to:	City of Westlake Village 31200 W. Oak Crest Drive Westlake Village, California 91361 Attention: City Manager
With a copy to:	Richards, Watson & Gershon 355 South Grand Street, 40th Floor Los Angeles, California 90071 Attention: Laurence S. Wiener
If to County, to:	County of Los Angeles Kenneth Hahn Hall of Administration 500 West Temple Street, Room 383 Los Angeles, California 90012
With a copy to:	County of Los Angeles Public Library 7400 East Imperial Highway Downey, California 90242 Attention: County Librarian
And:	County of Los Angeles Chief Administrative Office Real Estate Division 222 South Hill Street, 3rd Floor Los Angeles, California 90012 Attention: Director of Real Estate

XVIII. TITLE TO PROPERTY

Title to the Property, the Improvements and furniture, fixtures and equipment provided by City as specified in Exhibit "B" shall remain in City during the Lease Term and shall remain in City upon the expiration or termination of this Lease. Title to the furniture, fixtures, equipment and materials collection provided by County as specified in Exhibit "D"

shall remain in County during the Lease Term and shall vest in County upon the expiration or termination of this Lease unless acquired by City pursuant to Section VII.B above or otherwise agreed upon by the parties.

County and City may each dispose of any of their respective Ludwig Library assets that are not transferred to the Library Facility, and may retain any proceeds derived therefrom.

XIX. SURRENDER OF PROPERTY & HOLDING OVER

A. Duty to Surrender

Upon the expiration or termination of this Lease, County shall surrender possession of the Library Facility to City. County shall deliver the Library Facility in good condition. If City should incur any cost in restoring the Library Facility to good condition, then County shall reimburse City for the full cost thereof to the extent such cost is not deducted by City from any sums due County. Any property abandoned by County at the time of expiration or termination of this Lease shall, at City's election, become City's property.

B. Holding Over

If County, with City's consent, remains in possession of the Library Facility after the expiration or termination of this Lease, then such possession shall be deemed to be a month-to-month tenancy terminable by either party on thirty (30) days prior written notice. All provisions of this Lease, other than those relating to the Lease Term, shall apply to the month-to-month tenancy.

XX. ESTOPPEL CERTIFICATES

At any time during the Lease Term, either party may submit a written request to the other party for an estoppel certificate. For purposes of this provision, "estoppel certificate" means a writing that certifies the following: (i) the date of each modification of this Lease (if any); (ii) that this Lease is in full force and effect; and (iii) each uncured default on the part of the requesting party (if any is claimed). An estoppel certificate shall be executed and delivered to the requesting Party, or to such other person as the requesting party may direct, within twenty (20) days of receipt of the request. Each estoppel certificate shall be issued under penalty of perjury with the intent of inducing reliance by the other party and by third parties.

XXI. RECORDATION

A memorandum of this Lease, in lieu of this Lease itself, shall be recorded. The parties shall execute and record the "Memorandum of Lease" set forth in Exhibit E. Upon City's request, County shall, within thirty (30) days of the expiration or termination of this Lease, execute and deliver to City a quitclaim deed to the Library Facility in recordable form, which shall designate City as transferee. The quitclaim deed may be executed by County's Chief Administrative Officer or by the such person's designee.

XXII. HAZARDOUS MATERIALS

A. Warranties and Representations

1. *City's Warranties.*

City warrants that hazardous substances have not been released on the Property during its ownership of the Property; that City has no knowledge of any release of hazardous substances on the Property occurring before its ownership; that it has no knowledge or reason to believe that there are hazardous substances on the Property; that it shall comply with all law concerning the use, release, storage and disposal of hazardous substances; and that it shall require all other tenants (if any) of the Property to comply with such law.

2. *County's Warranties.*

County hereby warrants that it shall comply with all law concerning the use, release, storage and disposal of hazardous substances on the Property.

B. Notice

Each party shall immediately notify the other upon discovery that hazardous substances have been released on the Property.

C. Indemnity

1. *City's Obligation.*

City shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever (including, but not limited to, bodily injury, death or property damage) arising from or connected with the presence of hazardous substances on the Property that has been caused by City.

2. *County's Obligation.*

County shall indemnify, defend and hold harmless City, its agents, officers and employees from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever (including, but not limited to, bodily injury, death or property damage) arising from or connected with the presence of hazardous substances on the Property that has been caused by County.

3. *Survival of Obligation.*

The indemnity provided by each party pursuant to this Section shall survive the expiration or termination of this Lease.

D. Indoor Air Pollution Notification

Each party shall immediately notify the other upon discovery of any indoor air pollution problem at the Library Facility. City shall correct any such problem at its sole expense.

XXIII. MISCELLANEOUS

A. Governing Law

This Lease shall be construed and interpreted in accordance with the laws of the State of California.

B. Transfer of City's Interest

In the event of any transfer of City's interest in the Property, City shall automatically be relieved of any and all obligations and liabilities accruing under this Lease from and after the date of such transfer, subject to County's approval, which approval shall not be unreasonably withheld.

C. Waiver

The waiver by either party of any breach by the other party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

D. Time of Essence

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

E. Brokers

Each party warrants to and for the benefit of the other that it has had no dealings with any real estate broker or other agency (attorneys excepted) in connection with the negotiation or making of this Lease.

F. Headings

The headings of the various sections and provisions of this Lease are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Lease.

G. Gender; Number

The neuter gender includes the feminine and masculine, the masculine includes the feminine and corporation, partnership, or other legal entity whenever the context so requires. The singular number includes the plural whenever the context so requires.

H. Entire Lease

This Lease contains the entire agreement between the parties. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statements, law or custom to the contrary notwithstanding. No promise, representation, warranty or covenant not included in this Lease has been or is relied on by either party. Each party has relied on its own inspection of the Property and examination of this Lease, the counsel

of its own advisors, and the warranties, representations and covenants in this Lease itself. The failure or refusal of either party to inspect the Property, to read this Lease or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection, or advice.

I. Modification: Memoranda of Understanding

No provision of this Lease may be amended or varied except by an agreement in writing signed by the parties. The parties acknowledge that minor modifications or refinements as mutually agreed upon may be necessary from time to time. Such minor modifications or refinements may be accomplished through Memoranda of Understanding (including, without limitation, the Commencement Date Memorandum set forth in Exhibit "C") executed by the City Manager of City and the Chief Administrative Officer of County or their designees. Such Memoranda of Understanding shall not require an amendment to this Lease or formal approval by the City Council of City or the Board of Supervisors of County.

J. Severability

The invalidity or illegality of any provision of this Lease shall not affect the remainder of this Lease. All remaining provisions of this Lease shall, notwithstanding any such invalidity or illegality, continue in full force and effect.

K. Successors

Subject to the provisions of this Lease on assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

L. Consent of Parties

Provided that such consent or approval is pursuant to and not inconsistent with the terms of this Lease, any consent or approval to be given by City under this Lease may be given by a writing executed on behalf of City by its City Manager, and any consent or approval to be given by County under this Lease may be given by a writing executed on behalf of County by its Chief Administrative Officer or the designee thereof. Neither party's execution of this Lease nor any consent or approval given by either party in its capacity as a party to this Lease shall waive, abridge, impair or otherwise affect that party's powers and duties as a governmental body. Any requirement under this Lease that either party obtain consents or approvals of the other are in addition to and not in lieu of any requirements of law that such party obtain approvals or permits.

M. Timing of Payments

In the event that County is required to pay City any sum of money pursuant to this agreement, with the exception of the Proceeds Payment, County shall make such payment within sixty (60) days of receipt of any invoice therefore from City. In the event that City is required to pay County any sum of money pursuant to this agreement, City shall

[CONTINUED ON FOLLOWING PAGE]

make such payment within sixty (60) days of receipt of any invoice therefore from County.

IN WITNESS WHEREOF, City and County have executed this Lease effective as of the date set forth in the initial paragraph of this Lease.

"City"
CITY OF WESTLAKE VILLAGE:

By: Betty DeSantis
Betty DeSantis, Mayor

"County"
COUNTY OF LOS ANGELES:

By: _____
Chairman, Board of Supervisors

ATTEST:

By: Raymond B. Taylor
Raymond B. Taylor, City Clerk

ATTEST:

Connie B. McCormack
Registrar-Recorder
County Clerk

APPROVED AS TO FORM:

By: Laurence S. Wiener
Laurence S. Wiener, City Attorney
by Terence R. Boga

By: _____

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By: Freddie E. Scott

EXHIBIT A

LEGAL DESCRIPTION OF CIVIC CENTER PROPERTY

Lot Nos. 9 and 10 of Tract 43744, in the City of Westlake Village, recorded in Official Records Map Book 1100 Pages 11-14 in the office of the Recorder of the County of Los Angeles.

EXHIBIT B

"LIST OF CITY IMPROVEMENTS"

**CITY OF WESTLAKE VILLAGE
CITY OWNED EQUIPMENT AND FURNISHINGS LIST**

ITEM	QUANTITY	NOTES
West's Annotated California Code Books	213 volumes + updates	periodical area
Placard for Code books	1	periodical area
Four drawer file cabinets	3	vertical file drawers
Leather lounge chairs	6	Adult reading area
Fabric blue chairs	4	Kitchen
Wooden chairs	30	Adult/juvenile section
Double face carrels	3	Adult area
Round table	1	Kitchen
Wood drum tables	2	Adult area
Three drawer file cabinet	1	Friends
Folding table	1	Friends
Atlas stand	1	Room #52
Dictionary stand	1	Room #58
Bookends	1box	Extra for existing shelving
90"H x 36"W x 22"D double face unit	32	Adult fiction
60"H x 36"W x 22"D double face unit	15	Juvenile non-fiction
90"H x 36"W x 10"D single face unit	13	Room #60
60"H x 36"W x 2"D single face unit	5	Room #55
42"H x 36"W x 12"D single face unit	4	Reference desk
72"H x 36"W x 12"D single face wood case	3	Room #63
Workstation	1	Office #59
Worktables	3	Bookstore #63
Worktables	1	Workroom #60
4-person modular workstation	1	Workroom #60
Lateral files	1	Workroom #60
Lateral files	2	Reference #52

**CITY OF WESTLAKE VILLAGE
CITY OWNED EQUIPMENT AND FURNISHINGS LIST**

Task chairs	10	Room #60,51,52
Armless task chairs	6	Rooms #55,63
Task stools	3	Room #51
Executive chair	1	Room #59
Side chairs	2	Room #59
Lobby bench	1	Room #51
Bulletin board	2	Rooms #59, 60
Magazine Rack	1	Room #60C
Presentation cabinet	2	Rooms #54, 56
Whiteboard	1	Room #60
Wall clocks	10	Rooms #52, 54,55,56,57,60,60C, 63
Specialized Library furniture		See attached sheet
Steel Library shelving		See attached sheet
Library building plans		County has received a copy

**CITY OF WESTLAKE VILLAGE
LIBRARY FURNITURE
WESTLAKE VILLAGE LIBRARY
10/4/2001**

TYPE	QTY.	DESCRIPTION	WOOD	LOCATION
F-30	4	72" x 36" x 30"H adult study table with power/data and lights.	Maple	Adult Collection (Reading Area)
	1	72" x 36" x 30"H adult study table.	Maple	Young Adult Center
F-31	1	93-1/2" x 60-1/2" x 55"H OA, 29"H WS index table.	Maple	Adult Collection (Reading Area)
F-32	4	48" diameter x 27"H juvenile table.	Maple	Children's Collection (Reading Area)
F-32A	2	48" diameter x 25"H children's table.	Maple	Children's Collection (Preschool Area)
F-33	1	84" x 36" x 30"H meeting room table.	Maple	Study Room (South)
F-34	1	144" x 36" x 30"H meeting room table.	Maple	Study Room (North)
F-35	3	99-9/16" x 60-1/4" x 54-1/2"H OA, 29"H WS computer carrel, DF four station with slide-out CPU holders, J-channels with 2 duplex outlets and a data port and one power entry.	Maple/cherry	Reference Desk
F-35A	1	99-9/16" x 60-1/4" x 54-1/2"H OA, 27"H WS computer carrel, DF four station with slide-out CPU holders, J-channels with 2 duplex outlets and a data port and one power entry.	Maple/cherry	Children's Collection (Reading Area)
F-36	1	181" x 30-3/4" x 48"H OA, 29"H WS computer carrel, SF four station with slide-out CPU holders and J-channels.	Maple	Young Adult Center
F-37	1	15" x 21" x 5"H OA revolving dictionary stand.	Maple	Children's Collection
F-38	1	26" x 22" x 28-3/4"H at back and 26-7/8"H at front descending booktruck.	Maple	Public Hall & Circulation (Circ. Desk)
F-39	3	30"W x 17"D x 28-3/4"H steel book truck.		Workroom / Processing
S-11	28	20"W x 21-3/4"D x 39-1/2"H OA, seat is 17"D x 18"H adult reader chair.	Cherry	Adult Collection (Reading Area)
S-12	4	18-1/4"W x 20-3/4"D x 33"H OA, seat is 13-1/2"D x 16"H juvenile reader chair.	Cherry	Children's Collection (Reading Area)

TYPE	QTY.	DESCRIPTION	WOOD	LOCATION
S-12A	16	18-1/4"W x 20-3/4"D x 33"H OA, seat is 13-1/2"D x 16"H juvenile reader chair.	Maple	Children's Collection (Reading Area)
S-13	8	18-1/4"W x 20-3/4"D x 33"H OA, seat is 13-1/2"D x 14"H pre-school chair.	Maple	Children's Collection (Preschool Area)
S-14	2	18"D x 20-3/8"W x 18"H wood stool.	Cherry	Reference Desk
EP-1	30	93-1/4"H x 21"D x 1-3/16" thick end panel.	Maple w/cherry inlay	Adult Fiction & Non-Fiction
EP-2	4	93-1/4"H x 24-3/4"D x 1-3/16" thick end panel.	Maple w/cherry inlay	Adult Periodical
EP-3	8	93-1/4"H x 25"D x 1-3/16" thick end panel.	Maple w/cherry inlay	Adult Reference
EP-4	6	70-1/2"H x 25"D x 1-3/16" thick end panel.	Maple w/cherry inlay	Audio/Visual
EP-5	10	64-1/2"H x 21"D x 1-3/16" thick end panel.	Maple w/cherry inlay	Children's Collection
EP-6	1	46-1/2"H x 25"D x 1-3/16" thick end panel.	Maple w/cherry inlay	Children's Collection
EP-7	2	93-1/4"H x 25"D x 1-3/16" thick end panel.	Maple w/cherry inlay	Adult PB Spinners
EP-8	2	93-1/4"H x 13-1/2"D x 1-3/16" thick end panel.	Maple, no inlay	Adult PB Spinners
EP-9	2	70-1/2"H x 13-1/2"D x 1-3/16" thick end panel.	Maple, no inlay	Audio
EP-9A	2	70-1/2"H x 11-1/2"D x 1-3/16" thick end panel.	Maple, no inlay	Rental Collection
EP-10	2	70-1/2"H x 13-1/2"D x 1-3/16" thick end panel.	Maple, no inlay	Circulation Desk
EP-11	2	64-1/2"H x 13-1/2"D x 1-3/16" thick end panel.	Maple, no inlay	Young Adult Center
EP-12	1	64-1/2"H x 15-1/4"D x 1-3/16" thick end panel.	Maple, no inlay	JV Periodical
EP-13	1	64-1/2"H x 13-1/2"D x 1-3/16" thick end panel.	Maple, no inlay	JV Audio/Visual
	1	40-1/2"H x 13-1/2"D x 1-3/16" thick end panel.	Maple, no inlay	JV Audio/Visual
EP-14	2	90-1/4"H x 11-1/2"D x 1-1/4" thick end panel.	HPL	Workroom / Processing
	4	90-1/4"H x 13-1/2"D x 1-1/4" thick end panel.	HPL	Workroom / Processing
EP-15	2	66"H x 11-1/2"D x 1-1/4" thick end panel.	HPL	Librarian Office
EP-16	1	28-1/2"H x 13-1/2"D x 1-3/16" thick intermediate panel.	Maple, no inlay	JV Audio/Visual

TYPE	QTY.	DESCRIPTION	WOOD	LOCATION
EP-17	2	93-1/4"H x 11-1/2"D x 1-3/16" thick end panel.	Oak to match existing wood shelving	Friend's Bookstore
EP-18	3	46-1/2"H x 13-1/2"D x 1-3/16" thick end panel.	Maple, no inlay	Friend's Bookstore
CT-1	1	180-5/16"L x 20-1/2"D x 1-1/4" thick canopy top.	Maple	JV Non-Fiction
	3	179-1/8"L x 20-1/2"D x 1-1/4" thick canopy top.	Maple	JV Non-Fiction
CT-2	1	144-1/4"L x 20-1/2"D x 1-1/4" thick canopy top.	Maple	JV Non-Fiction
CT-3	1	229-9/16"L x 24-1/2"D x 1-1/4" thick canopy top. One edge of top to be banded along 216-3/8" then mitered at inside corner.	Maple	JV Picture Books
CT-4	3	108-3/16"L x 24-1/2"D x 1-1/4" thick canopy top.	Maple	Audio/Visual (Videos)
CT-7	2	144-1/8"L x 15-1/4"D x 1-1/4" thick canopy top.	Maple	Adult Collection (Periodicals)
CT-8	1	144-1/4"L x 13-1/4"D x 1-1/4" thick canopy top.	Maple	Audio/Visual (Audio)
CT-8A	1	144-1/4"L x 11-1/4"D x 1-1/4" thick canopy top.	Maple	Audio Visual (Rental Collection)
CT-9	1	108-3/16"L x 13-1/4"D x 1-1/4" thick canopy top.	Maple	Circulation Desk
CT-10	1	143-3/8"L x 13-1/4"D x 1-1/4" thick canopy top.	Maple	Reference Desk
CT-11	1	180"L x 13-1/4"D x 1-1/4" thick canopy top.	Maple	Young Adult Center
CT-12	1	144-1/4"L x 13-7/8"D x 1-1/4" thick canopy top.	Maple	JV Periodicals
CT-13	1	214-3/4"L x 13-1/4"D x 1-1/4" thick canopy top.	Maple	JV Audio/Visual
CT-14	1	36-1/16"L x 13-1/4"D x 1-1/4" thick canopy top.	Maple	JV Audio/Visual
	1	34-7/8"L x 13-1/4"D x 1-1/4" thick canopy top.	Maple	JV Audio/Visual
CT-15	1	108-3/16"L x 13-1/4"D x 1-1/4" thick canopy top.	Maple	JV Audio/Visual
CT-16	2	150-7/8"L x 13-1/4"D x 1-1/4" thick canopy top.	Maple	Story Tower
CT-17	1	144-1/4"L on one edge x 157-7/16 on one edge x 13-1/4"D x 1-1/4" thick canopy top. Band is mitered at inside corner.	Maple	JV Picture Books

TYPE	QTY.	DESCRIPTION	WOOD	LOCATION
CT-18	1	144-1/4"L x 13-1/4"D x 1-1/4" thick canopy top. One side mitered at inside corner. Back side is 157-7/16"L.	Maple	JV Picture Books
CT-19	1	112"L x 11-1/2"D x 1-1/4" thick canopy top.	HPL	Librarian Office
EF-13	1	Existing atlas stand, replace HPL top.	HPL	Reference Desk
EF-14	1	Existing dictionary stand, replace HPL top.	HPL	Children's Collection

G:\WORDEN EXHIBIT B.WPD

**CITY OF WESTLAKE VILLAGE
AETNASTAK STEEL LIBRARY BOOKSTACKS &
QUADRAVISTA 4-POST SHELVING
WESTLAKE VILLAGE LIBRARY
12/27/01**

TYPE	QTY.	LOCATION	DESCRIPTION
SH-1	24	Adult Collection (Fiction & Non-Fiction)	90"H x 36"W x 20"D double face unit with two 10"D integral back base shelves and twelve 10"D integral back adjustable shelves.
SH-1A	2	Adult Collection (Fiction & Non-Fiction)	90"H x 30"W x 20"D double face unit with two 10"D integral back base shelves and twelve 10"D integral back adjustable shelves.
SH-2	14	Adult Collection (Reference)	90"H x 36"W x 24"D double face unit with two 12"D integral back base shelves and twelve 12"D integral back adjustable shelves. Provide 8 sliding reference shelves.
SH-2A	1	Adult Collection (Reference)	90"H x 30"W x 24"D double face unit with two 12"D integral back base shelves and twelve 12"D integral back adjustable shelves.
SH-3	9	Audio/Visual (Videos)	66"H x 36"W x 24"D double face unit with two 12"D universal divider display base shelves and eight 10"D universal divider display adjustable shelves. Includes five dividers per shelf. Includes canopy top supports.
SH-4	2	Adult Collection (Non-Fiction)	90"H x 36"W x 24"D double face unit with one 12"D integral back base shelf and six 12"D integral back adjustable shelves on one face and one 12"D integral back base shelf, two 5-tier rotor towers and two 12"D integral back adjustable shelves above towers.
SH-4A	1	Adult Collection (Adult PB Spinners)	90"H x 30"W x 24"D double face unit with one 12"D integral back base shelf and six 12"D integral back adjustable shelves on one face and one 12"D integral back base shelf, two 5-tier rotor towers and two 12"D integral back adjustable shelves above towers.

SH-5	9	Children's Collection (JV Non-Fiction)	60"H x 36"W x 20"D double face unit with two 10"D integral back base shelves and eight 10"D integral back adjustable shelves. Includes canopy top supports.
SH-6	6	Children's Collection (JV Picture Books)	42"H x 36"W x 24"D double face unit with two 12"D divider base shelves and four 12"D divider adjustable shelves. Includes five dividers per shelf. Includes canopy top supports.
SH-7	10	Friend's Bookstore	90"H x 36"W x 10"D single face unit with one 10"D integral back base shelf and six 10"D integral back adjustable shelves.
SH-8	8	Adult Collection (Periodicals)	66"H x 36"W x 12"D single face unit with one 12"D hinged periodical base shelf and three 12"D hinged periodical adjustable shelves. Includes canopy top supports.
SH-9	3	Circulation Desk	66"H x 36"W x 12"D single face unit with one 12"D integral back base shelf and four 12"D integral back adjustable shelves. Includes canopy top supports.
SH-10	3	Librarian Office	66"H x 36"W x 10"D single face unit with one 10"D integral back base shelf and four 10"D integral back adjustable shelves. Includes canopy top supports.
SH-11	5	Adult PB Spinners	90"H x 36"W x 12"D single face unit with one 12"D integral back base shelf, two 5-tier rotor towers and two 12"D integral back adjustable shelves above towers.
SH-12	6	JV Paperbacks	60"H x 36"W x 12"D single face unit with one 12"D integral back base shelf and two 5-tier rotor towers. Includes canopy top supports.
SH-13	2	JV Audio/Visual	60"H x 36"W x 12"D single face unit with one 12"D universal divider display base shelf and four 10"D universal divider adjustable shelves. Includes five dividers per shelf. Includes canopy top supports.
SH-13-1	1	JV Audio/Visual	60"H x 30"W x 12"D single face unit with one 12"D universal divider display base shelf and four 10"D universal divider adjustable shelves. Includes five dividers per shelf. Includes canopy top supports.

SH-13-2	1	JV Audio/Visual	36"H x 36"W x 12"D single face unit with one 12"D universal divider display base shelf and two 10"D universal divider adjustable shelves. Includes five dividers per shelf. Includes canopy top supports.
SH-13A	2	JV Audio/Visual	60"H x 36"W x 12"D single face unit with one 12"D hinged periodical base shelf and two 12"D hinged periodical adjustable shelves. Includes canopy top supports.
SH-14	2	JV Audio/Visual	60"H x 36"W x 12"D single face unit with one 12"D integral back base shelf and four adjustable pull out media browsing boxes. Includes canopy top supports.
SH-15	1	JV Audio/Visual	60"H x 36"W x 12"D single face unit with one 12"D integral back base shelf and four 12"D rod assemblies. Includes canopy top supports.
SH-16	10	Story Tower	42"H x 36"W x 12"D single face unit with one 12"D divider base shelf and two 12"D divider adjustable shelves. Includes five dividers per shelf. Includes canopy top supports.
SH-16-1	6	Story Tower	42"H x 30"W x 12"D single face unit with one 12"D divider base shelf and two 12"D divider adjustable shelves. Includes five dividers per shelf. Includes canopy top supports.
SH-16-2	2	Story Tower	42"H x 24"W x 12"D single face unit with one 12"D divider base shelf and two 12"D divider adjustable shelves. Includes five dividers per shelf. Includes canopy top supports.
SH-17	2	Friend's Bookstore	90"H x 48"W x 24"D single face 4-post shelving with six shelves. Includes steel side panels.
SH-17A	2	Friend's Bookstore	90"H x 36"W x 24"D single face 4-post shelving with six shelves. Includes steel side panels.
			EXISTING SHELVING CHANGED TO NEW SHELVING

XSH-2	6	Adult Periodical	90"H x 36"W x 22"D double face unit with one 12"D hinged periodical base shelf, three 12"D hinged periodical adjustable shelves and two 12"D integral back adjustable shelves on one face and one 10"D integral back base shelf and six 10"D integral back adjustable shelves on the other face.
XSH2-1	2	Adult Periodical	90"H x 36"W x 22"D double face unit with one 12"D hinged periodical base shelf, three 12"D hinged periodical adjustable shelves and two 12"D integral back adjustable shelves on one face and one 10"D integral back base shelf and six 10"D integral back adjustable shelves on the other face. Periodical shelves have a hinged two piece plexiglass cover.
XSH-5-1	2	Adult Audio/Visual	66"H x 36"W x 12"D single face unit with one 12"D universal divider display base shelf and four 10"D universal divider display adjustable shelves. Includes five dividers per shelf. Includes canopy top supports.
XSH-5-2	2	Adult Audio/Visual	66"H x 36"W x 12"D single face unit with one 12"D integral back base shelf and four pull-out media browsing boxes. Includes canopy top supports.
XSH-5A	4	Adult Audio/Visual	66"H x 36"W x 10"D single face unit with one 10"D integral back base shelf and four 10"D integral back adjustable shelves. Includes canopy top supports.
	128		Canopy top supports.
	912		Sliding wire book supports for integral back shelves.
	50		5"L x ¾"H plastic label holder.
	1		Steel intermediate filler 42"H x 12" x 24" x 12" for shelving type SH-6.
	1		Steel corner filler 42"H x 12" x 12" for shelving type SH-16.
	4		Steel filler panels 42"H x 13-3/8"D x 7/8"W for shelving type SH-16.
	2		Steel filler panels 60"H x 13-3/8"D x 2-1/16"W for shelving type SH-12, SH-13, and SH-13-1.

EXHIBIT "C"

COMMENCEMENT DATE MEMORANDUM

As of the _____ day of _____, 2001, the City of Westlake Village (hereinafter "City") and the County of Los Angeles (hereinafter "County") have entered into a Lease and Operating Agreement (hereinafter "Lease"). Pursuant to the Lease, City leases to County the library facility space in City's civic center complex located on the real property commonly known as _____ (hereinafter "Library Facility"). Pursuant to Section III of the Lease, City and County have executed this Memorandum to confirm the following:

1. City has issued to County, and County has accepted, a Certificate of Occupancy for the Library Facility; and

2. The term of the Lease commenced on _____.

IN WITNESS WHEREOF, City and County have caused their duly authorized representatives to execute this Commencement Date Memorandum:

"City"

City of Westlake Village:

"County"

County of Los Angeles:

By: _____
Raymond B. Taylor
City Manager

By: _____
Chuck W. West
Director of Real Estate

EXHIBIT "D"
LIST OF COUNTY IMPROVEMENTS

EXHIBIT D**COUNTY OF LOS ANGELES PUBLIC LIBRARY INVENTORY
WESTLAKE VILLAGE LIBRARY
12/18/2001**

NO.	ITEM	DESCRIPTION	QTY	LOCATION	SERIAL NUMBER
001	monitor, pc	Dell M781	1	adult area	MX0426PF4780107BB 0MQ
002	printer	Hewlett Packard Deskjet 950c	1	adult area	SMY031142KB
003	pencil sharpener	PANA	1	adult area	n/a
004	printer	Hewlett Packard Deskjet 950c	1	adult area	SMY0331115K
005	keyboard, pc	Dell, Quiet-key	1	adult area	n/a
006	filter, screen	3M PF500XL	1	adult area	n/a
007	clock, wall	Seth Thomas	1	adult area	n/a
008	CPU, pc	Dell Optiplex GX110	1	adult area	00B0D073AA25
009	CPU, pc	Dell Optiplex GX110	1	adult area	00B0D073AA32
010	monitor, pc	Dell M781	1	adult area	MX0426PF47801076 B095
011	photocopier	Sharp SF 7900	1	adult area	vendor
012	keyboard	Dell, Quiet-key	1	adult area	n/a
013	monitor, pc	Digital VT510	1	children's area	TA452A0221
014	keyboard, pc	Digital VT510	1	children's area	HJ450G9148
015	monitor, pc	Digital VT510	1	children's area	TA510A0023
016	keyboard, pc	Digital VT510	1	children's area	HJ514M3585
017	cash register	Casio PCR208	1	circulation desk	6248726
018	barcode reader	Intermec 9720	1	circulation desk	017644
019	barcode reader	Intermec 9720	1	circulation desk	017583
020	keyboard, pc	Digital VT320	1	circulation desk	B063604B47
021	monitor, pc	Digital VT320	1	circulation desk	59341868
022	keyboard, pc	Digital VT320	1	circulation desk	B093203599
023	monitor, pc	Digital VT320	1	circulation desk	TA94485275
024	book detection system	3M3801	1	circulation desk	3811231
025	desensitizer	3M 966 (for use with book detection system)	1	circulation desk	n/a

NO.	ITEM	DESCRIPTION	QTY	LOCATION	SERIAL NUMBER
026	desensitizer	3M 930 (for use with book detection system)	1	circulation desk	n/a
027	sensitizer	3M 2011B (for use with book detection system)	1	circulation desk	n/a
028	chair, bentwood	? ? Chair Co. 1941	1	CLM office	801
029	printer, laser	Hewlett Packard LaserJet 4L	1	CLM office	USCC366269
030	monitor, pc	Viewsonic 15GA	1	CLM office	E271417291
031	trackball	LogiTech Trackman	1	CLM office	n/a
032	surge protector	APC Surge Arrest	1	CLM office	n/a
033	clock, wall	Seth Thomas	1	CLM office	n/a
034	calculator, electric	Texas Instruments TI-5029	1	CLM office	Z-1094A
035	calculator, electronic	Sharp, Compet CS2164F	1	CLM office	8801827X
036	personal computer	Toshiba Equium 5200D	1	CLM office	047010532D-3
037	book return	metal, with pull out compartment	3	exterior	n/a
038	bicycle rack	metal alloy, aluminum colored	1	exterior	n/a
039	hub	Lantronix ET516	1	mechanical room	0126350
040	hub, advanced switching	Hewlett Packard HPJ3202A	1	mechanical room	24C5G83101236(?)
041	router(?)	Cisco Systems 2600	1	mechanical room	n/a
042	ups	Best Micro Ferrups ME1	1	mechanical room	ME1 1K 09169
043	ups, back-up	APC 200	1	mechanical room	n/a
044	fire extinguisher	Master Protection Enterprises	1	periodical storage	EB-80841
045	keyboard, pc	Digital VT320	1	reference desk	B093203466
046	keyboard, pc	Digital VT510	1	reference desk	HJ514M3450
047	surge protector	APC	1	reference desk	Z98120203497
048	cpu, pc	Dell Optiplex GX110	1	reference desk	00B0D0753378
049	monitor, pc	Dell M781	1	reference desk	MX0426PF47801076B1 6S
050	printer, pc	Hewlett Packard Deskjet 950C	1	reference desk	SMY04C150FX

NO.	ITEM	DESCRIPTION	QTY	LOCATION	SERIAL NUMBER
051	keyboard, pc	Dell Quiet-key	1	reference desk	n/a
052	printer, pc	Digital LA75 Companion	1	reference desk	TY105K7358
053	keyboard, pc	Digital VT510	1	reference desk	HJ514M3499
054	printer, pc	Hewlett Packard Deskjet 680c	1	reference desk	SG74G1N04N
055	monitor, pc	Digital VT510	1	reference desk	TA452A0197
056	monitor, pc	Digital VT320	1	reference desk	SZ04537047
057	pencil sharpener, electric	PANA	1	reference desk	n/a
058	printer, pc	Hewlett Packard Deskjet 680c	1	reference desk	SG6271N1Y1
059	barcode reader	Intermec 9730	1	reference desk	017580
060	monitor, pc	Digital VT510	1	reference desk	TA510A0001
061	fire extinguisher	Firemaster	1	reference	JU-775758
062	refrigerator	Kelvinator	1	staff lounge	BA20205869
063	microwave oven	Sharp Carousel II	1	staff lounge	146554
064	coffee maker, electric	Krups, type 140, black with glass carafe	1	staff lounge	n/a
065	teapot, electric	Presto model: 0270302	1	staff lounge	n/a
066	calculator, solar	Texas Instruments T15018	1	workroom	C-1199
067	camera	Polaroid, Autofocus Sun 660	1	workroom	n/a
068	fire extinguisher	Firemaster	1	workroom	D-243027
069	pencil sharpener, electric	PANA	2	workroom	n/a
070	board, dry marker	Ghent	1	workroom	n/a
071	fire extinguisher	Amerex	1	workroom	NE-936877
072	fax machine	Panasonic, Panafax UF788	1	workroom	0196010313
073	safe, floor	American Security Products FS-1812	1	workroom	n/a
074	television	Panasonic CT2582 (29")	1	workroom	AR03460090
075	VCR	Panasonic AG1260	1	workroom	LISA 20440
076	keyboard, pc	Toshiba	1	workroom	J9706-3
077	media cart	Bretford, metal, black	1	workroom	n/a
078	CD-Rom changer	Pioneer DRM624X	1	workroom	RA8528671Z
079	cassette player	Califone	1	workroom	2058

NO.	ITEM	DESCRIPTION	QTY	LOCATION	SERIAL NUMBER
080	cassette/radio player	General Electric 3-5244B	1	workroom	4131C
081	laminating system	GBC 2130	1	workroom	MEM8579
082	typewriter, electric	Nakajima AE800	1	workroom	9Z3011402
083	bulletin board	2" x 1 ½" aluminum frame	1	workroom	n/a
084	Ladder	Roll Stair	1	workroom	n/a
085	stepstool	Kic Step, grey and black	3	workroom	n/a
086	shovel	Craftsman	1	workroom	71-8276
087	disaster supply kit	Sears Contract Sales	1	workroom	n/a
088	lockers, starter + add-on	Edsal	1	workroom	n/a
089	cassette/CD/Radio player	Sony CFD-110	1	workroom	5213315
090	cassette player	EIKI	1	workroom	41818
091	Power Director	Proxima P-15	1	workroom	04 16 91
092	calculator, electronic	TA Adler Royal 1123PD	1	workroom	41420905
093	calculator, electronic	TA Adler Royal 1123PD	1	workroom	41420904
094	file cabinet (4 drawer)	McDowell & Craig, putty	2	workroom	n/a
095	file cabinet (4 drawer)	Peerless, with pad lock, putty	1	workroom	n/a
096	video rewinder	Kinyo	1	workroom	0671352
097	calculator, electric	Casio HR8 LG	1	workroom	n/a
098	surge protector	Acco	2	workroom	n/a
099	surge protector	Trippe Manufacturing, Isobar- 2	1	workroom	n/a
100	lock box	HPC Inc.	1	workroom	n/a
101	bulletin board	2" x 1 ½" wood frame	1	workroom	n/a
102	vacuum, portable	Metro Data Vac	1	workroom	n/a
103	applicator	3M Taping System	2	workroom	n/a
104	puppet theater	Beka, floor model	1	workroom	n/a
105	table, typewriter	Tiffany Stand and Furniture Co.	1	workroom	n/a
106	easel	telescoping legs	1	workroom	n/a
107	clock, electric	H.I. Enterprises	1	workroom	n/a

NO.	ITEM	DESCRIPTION	QTY	LOCATION	SERIAL NUMBER
108	First Aid Kit	white box, L.A. County issue	3	workroom	n/a
109	monitor, pc	Dell M781	1	workroom	MX0426PF4780107CB 160
110	CPU, pc	Dell Optiplex GX 110	1	workroom	D0B073AE40
111	keyboard, pc	Dell Quiet-key	1	workroom	n/a
112	printer, pc	Hewlett Packard, HP950C	1	workroom	SMY033111FJ
113	scanner, pc	Hewlett Packard Scanjet 5200C	1	workroom	3872H406
114	papercutter	wood, with steel cutting arm	1	workroom	n/a
115	flannel board, folding	Judy Instructo, 36" x 24"	1	workroom	n/a
116	stool	wood, jade fabric	1	workroom	n/a
117	booktruck, 3 flat shelves	metal, putty	8	workroom	n/a
118	booktruck, 2 flat shelves	metal, putty,	2	workroom	n/a
119	booktruck, 3 shelves	single sided, metal, putty	1	workroom	n/a
120	booktruck, 3 shelves	single sided, metal, putty	1	workroom	n/a
121	media cart	Bretford, steel, black	1	workroom	n/a
122	die cutter	Ellison XL LetterMachine and dies	1	workroom	n/a
123	barcode reader	Intermec 9730	1	workroom	051586
124	camera, 35mm automatic	Nikon, Lite Touch Zoom	1	workroom	5602810

G:\CONTRAC1 EXHIBIT D .wpd

EXHIBIT "E"

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between the City of Westlake Village ("Lessor") and the County of Los Angeles ("Lessee"), both being a public body corporate and politic duly organized and existing under the laws of the State of California, who agree as follows:

Lessor and Lessee have entered into that certain Lease and Operating Agreement dated as of _____, 2001, ("the Lease"). Pursuant to the Lease, Lessor has leased to Lessee real property located at _____ in the City of Westlake Village, County of Los Angeles, State of California described in Exhibit A attached hereto and incorporated herein by reference, commencing on _____, 2002 and ending on a date years after the rent commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease. Lessor shall be responsible for providing full (modified) services during the term of the Lease, subject to the terms and conditions of the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and its terms, covenants and conditions, and for no other purpose. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused their duly authorized representatives to execute this Memorandum:

"Lessor"
City of Westlake Village:

"Lessee"
County of Los Angeles:

By: _____
Raymond B. Taylor
City Manager

By: _____
Chuck W. West
Director of Real Estate